

MR01

Particulars of a charge

043582/13



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation.
Delivered outside of the 21 days it will be rejected unless
court order extending the time for delivery

You **must** enclose a certified copy of the instrument with
scanned and placed on the public record

TUESDAY



LD2

L28BXFPC

14/05/2013

#33

For official use

1 Company details

Company number 0 2 8 3 3 1 7 3

Company name in full Lotteryking Limited

4

Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d0 d9 m0 m5 y2 y0 y1 y3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Auster Real Estate Opportunities SàRL (as Security
Trustee)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

Trade Mark

"Lotteryking"
name registered
with number
UK00002377877
(Class 9 and 16)

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

CMS Cameron McKenna LLP

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Andrew Parsons

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3544



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2833173

Charge code: 0283 3173 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th May 2013 and created by LOTTERYKING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th May 2013.

Dx

Given at Companies House, Cardiff on 17th May 2013



Dated

9 May

2013

- (1) SCEPTRE LEISURE PLC (AND OTHERS)
- (2) AUSTER REAL ESTATE OPPORTUNITIES SàRL (AS SECURITY TRUSTEE)

DEBENTURE

CERTIFIED AS A TRUE AND
COMPLETE COPY OF THE
ORIGINAL SAVE FOR
REDACTIONS UNDER S.
859G COMPANIES ACT 2006

..... CMS Cameron McKenna LLP

Date: 10 May 2013

CMS Cameron McKenna LLP,
Mitre House, 160 Aldersgate
Street, London EC1A 4DD

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Reference: JOHK/SEGA/JRN/MIT/134789.00001

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THIS DEED is made on the 9th day of May

2013

BETWEEN

- (1) **THE COMPANIES** whose respective names and company numbers appear in Schedule 1 (*The Chargors*) (collectively the “**Chargors**” and each a “**Chargor**”), and
- (2) **AUSTER REAL ESTATE OPPORTUNITIES SàRL** a société à responsabilité limitée (private limited liability company) incorporated on January 6, 2011 under the laws of the Grand Duchy of Luxembourg, with registered office at 47, avenue J F Kennedy, L-1855 Luxembourg, duly registered with the Luxembourg Trades and Companies register under number B 158 948 as security trustee for the Secured Parties (the “**Security Trustee**”)

WHEREAS

- (A) Each Chargor enters into this Deed in connection with a facilities agreement (the “**Facilities Agreement**”) dated on or about the date of this Deed and made between (1) Sceptre Leisure Plc (the “**Company**”), (2) the subsidiaries of the Company listed in Part I of Schedule 1 to the Facilities Agreement as original borrowers, (3) the subsidiaries of the Company listed in Part I of Schedule 1 to the Facilities Agreement as original guarantors, (4) the financial institutions listed in Part II of Schedule 1 to the Facilities Agreement as lenders, (5) Auster Real Estate Opportunities SàRL as agent, and (6) the Security Trustee
- (B) The Board of Directors of each Chargor is satisfied that the giving of the security contained or provided for in this Deed is in the interests of that Chargor and each Board has passed a resolution to that effect

NOW IT IS AGREED as follows

1. Definitions and Interpretation

Definitions

- 1.1 Terms defined in the Facilities Agreement shall, unless otherwise defined in this Deed, have the same meanings when used in this Deed, and in addition in this Deed

“**Charged Property**” means all the assets of each Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to this Deed

“**Debt Proceeds**” means any proceeds of any book debts and other debts or monetary claims (including any chose in action which may give rise to a monetary claim) owing to any Chargor (including, without limitation, any sums of money received by any Chargor from any of the assets charged under Clause 3.2.7 (*Book debts*) and/or Clause 3.2.8 (*Bank accounts and deposits*))

“**Delegate**” means any person appointed by the Security Trustee or any Receiver pursuant to Clauses 12.2 to 12.4 (*Delegation*) and any person appointed as attorney of the Security Trustee and/or any Receiver or Delegate

“**Expenses**” means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting this Deed or in protecting, preserving, defending or enforcing the security constituted by this Deed or in exercising any rights, powers or remedies provided by or pursuant to this Deed (including any right or power to make payments on behalf of any Chargor under the terms of this Deed) or by law in each case on a full indemnity basis

“Insurances” means the Key-man Policies and the proceeds of them and all other contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of any Chargor or in which any Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy

“Intellectual Property” means

- (a) all patents, trademarks, service marks, designs, business names, design rights, moral rights, inventions and all other registered or unregistered intellectual property rights,
- (b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights,
- (c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences,
- (d) all know-how, confidential information and trade secrets, and
- (e) all physical material in which any intellectual property might be incorporated,

including, without limitation, any of the same specified in Schedule 4 (*Intellectual Property*)

“Key-man Policies” means each of the key-man policies of life insurance or life assurance from time to time taken out by or for the benefit of any Chargor or assigned to any Chargor or in which any Chargor from time to time has an interest in respect of the death or disability or critical illness of the individuals specified in Schedule 3 (*Key-man Policies*)

“Key Mortgaged Property” means any Mortgaged Property which is of a freehold, commonhold or long leasehold (being a lease greater than 10 years) nature

“Liability Period” means the period beginning on the date of this Deed and ending on the date on which the Security Trustee is satisfied, acting in good faith, that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

“LPA” means the Law of Property Act 1925

“Mortgaged Property” means any freehold, commonhold or leasehold property the subject of the security constituted by this Deed and references to any **“Mortgaged Property”** shall include references to the whole or any part or parts of it

“Planning Acts” means all legislation from time to time regulating the development, use, safety and control of property including, without limitation, the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and any other instrument, plan, regulation, permission or direction made or issued under any such legislation

“Premises” means all buildings and erections from time to time situated on or forming part of any Mortgaged Property

“Realisation Account” means

- (a) the Holding Account,

- (b) the Mandatory Prepayment Account, and
- (c) any other interest bearing blocked deposit account opened or to be opened by each or any Chargor with the Security Trustee in accordance with the terms of the Facilities Agreement,

and/or (where the context permits) any account from time to time substituted for or additional to the same (including in each case such account as redesignated and/or renumbered from time to time)

“Receiver” means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property

“Related Rights” means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise

“Secured Liabilities” means all present and future indebtedness, moneys, obligations and liabilities of each Chargor to the Secured Parties under the Finance Documents (including this Deed), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses and all interest under Clause 2 2 (*Interest*)

“Securities” means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, including, without limitation, any of the same specified in Schedule 5 (*Securities*), together with all property and rights of any Chargor in respect of any account held by or for that Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere

“Specified Contracts” means each of the contracts specified in Schedule 6 (*Specified Contracts*)

Construction

1 2 Any reference in this Deed to

- 1 2 1 the **“Security Trustee”**, any **“Chargor”**, any **“Finance Party”**, the **“Company”**, the **“Borrower”**, any **“Obligor”** 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, shall include any person for the time being appointed as additional security trustee pursuant to the Intercreditor Agreement,
- 1 2 2 **“assets”** includes present and future properties, revenues and rights of every description,
- 1 2 3 **“indebtedness”** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent,
- 1 2 4 a **“person”** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality),

- 1 2 5 a **“regulation”** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation, and
- 1 2 6 a provision of law is a reference to that provision as amended or re-enacted
- 1 3 Clause and Schedule headings are for ease of reference only
- 1 4 Any reference in this Deed to a mortgage, charge or assignment of any asset shall be construed so as to include
 - 1 4 1 the benefit of any covenants for title given or entered into by any predecessor in title of any Chargor in respect of that asset and all other rights, benefits, claims, contracts, warranties, remedies, security or indemnities in respect of that asset,
 - 1 4 2 the proceeds of sale of any part of that asset and any other moneys paid or payable in respect of or in connection with that asset, and
 - 1 4 3 in respect of any Mortgaged Property, all Premises and all fixtures and fittings (including trade fixtures and fittings and tenants’ fixtures and fittings) from time to time in or on that Mortgaged Property
- 1 5 Each term in any Finance Document is, to the extent not set out in or otherwise incorporated into this Deed, deemed to be incorporated into this Deed insofar as is necessary to comply with Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 but, except where stated otherwise, if there is any conflict between that incorporated term and any other term of this Deed that other term shall prevail
- 1 6 Any reference in this Deed to any Finance Document or any other agreement or other document shall be construed as a reference to that Finance Document or that other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, extended, substituted, novated or assigned, whether or not as a result of any of the same
 - 1 6 1 there is an increase or decrease in any facility made available under that Finance Document or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable,
 - 1 6 2 any additional, further or substituted facility to or for such facility is provided,
 - 1 6 3 any rate of interest, commission or fees or relevant purpose is changed,
 - 1 6 4 the identity of the parties is changed,
 - 1 6 5 the identity of the providers of any security is changed,
 - 1 6 6 there is an increased or additional liability on the part of any person, or
 - 1 6 7 a new agreement is effectively created or deemed to be created
- 1 7 Any reference in this Deed to **“this Deed”** shall be deemed to be a reference to this Deed as a whole and not limited to the particular Clause, Schedule or provision in which the relevant reference appears and to this Deed as amended, novated, assigned, supplemented, extended, substituted or restated from time to time and any reference in this Deed to a **“Clause”** or a **“Schedule”** is, unless otherwise provided, a reference to a Clause or a Schedule of this Deed

- 1 8 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa
- 1 9 Where any provision of this Deed is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision
- 1 10 It is intended that this document shall take effect as and be a deed of each Chargor notwithstanding the fact that the Security Trustee may not execute this document as a deed
- 1 11 Any change in the constitution of the Security Trustee or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights under this Deed

Third Party Rights

- 1 12 Nothing in this Deed is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999

2. Covenant to Pay

Covenant to Pay

- 2 1 Each Chargor covenants with the Security Trustee (as trustee for the Secured Parties) that it shall pay, perform and discharge its Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Finance Documents

Interest

- 2 2 Each Chargor covenants with the Security Trustee to pay interest on any amounts due under Clause 2 1 (*Covenant to Pay*) from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of that Chargor) at the rate and in the manner specified in clauses 7 3 to 7 5 (*Default Interest*) of the Facilities Agreement, **provided that**, in the case of any Expense, such interest shall accrue and be payable as from the date on which the relevant Expense arose without the necessity for any demand being made for payment

3. Fixed Security

Charges

- 3 1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of a first legal mortgage all of that Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 2 (*Real Property*))
- 3 2 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of first fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future
- 3 2 1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 3 1 above),
- 3 2 2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled,

- 3 2 3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
- 3 2 4 all amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises,
- 3 2 5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade),
- 3 2 6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances,
- 3 2 7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same,
- 3 2 8 all moneys from time to time deposited in or standing to the credit of any bank account with the Security Trustee or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)), together with all moneys from time to time deposited in or standing to the credit of any Realisation Account,
- 3 2 9 all Securities and their Related Rights,
- 3 2 10 all of its goodwill and uncalled capital,
- 3 2 11 all Intellectual Property,
- 3 2 12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them,
- 3 2 13 each of the Specified Contracts, together with
- (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises,
 - (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person,
 - (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels), and
 - (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or

of which it has the benefit (whether entered into with any of the Finance Parties or any other person),

- (e) including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them

Assignment

- 3 3 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Security Trustee (as trustee for the Secured Parties) absolutely by way of a first legal assignment all of that Chargor's right, title and interest in and to the Key-man Policies

4. Floating Charge

Creation of Floating Charge

- 4 1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of a first floating charge all of that Chargor's undertaking and all its other property, assets and rights whatsoever, present and future, including all of its stock in trade and all of its property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 3 (*Fixed Security*)

Qualifying Floating Charge

- 4 2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4 1 (*Creation of Floating Charge*)

Conversion by Notice

- 4 3 The Security Trustee may by notice in writing at any time to any Chargor convert the floating charge created by or pursuant to Clause 4 1 (*Creation of Floating Charge*) with immediate effect into a fixed charge (either generally or specifically as regards any assets of that Chargor specified in the notice) if

- 4 3 1 the security constituted by this Deed becomes enforceable, or

- 4 3 2 the Security Trustee reasonably considers that any of the Charged Property is in jeopardy or in danger of being seized or sold pursuant to any form of legal process or it is necessary to do so in order to protect or preserve the security constituted by this Deed over any of the Charged Property and/or the priority of that security

Automatic Conversion

- 4 4 Notwithstanding Clause 4 3 (*Conversion by Notice*) and without prejudice to any law which may have a similar effect, each floating charge created by Clause 4 1 (*Creation of Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to that floating charge if

- 4 4 1 any Chargor creates or attempts to create any Security over any of the Charged Property (except as expressly permitted under the Facilities Agreement),

- 4 4 2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property having an aggregate value of £50,000 (or its equivalent in any other currency or currencies) and is not discharged within 14 days, or
- 4 4 3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor or an administrator is appointed in respect of any Chargor, but excluding any Permitted Transaction

5. Perfection of Security

Registration at HM Land Registry

- 5 1 For the purposes of panel 8 of each Form RX1 that may be required to be completed by the Security Trustee in relation to any Mortgaged Property registered or required to be registered at HM Land Registry, each Chargor hereby consents to an application being made by the Security Trustee to the Chief Land Registrar to enter the following restriction in Form P against that Chargor's title to such Mortgaged Property

"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 [] in favour of Chenavari Credit Partners LLP referred to in the charges register"

- 5 2 If the title to any Mortgaged Property of any Chargor is not registered at HM Land Registry, that Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of that Mortgaged Property without the prior consent in writing of the Security Trustee
- 5 3 Whether or not the title to any of the Mortgaged Property is registered at HM Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against any Chargor's title to any Mortgaged Property, that Chargor shall immediately provide the Security Trustee with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Deed, that Chargor shall immediately and at its own expense take such steps as the Security Trustee may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled

Acquisition of New Land

- 5 4 In relation to any freehold, commonhold or leasehold property which is acquired by or on behalf of any Chargor after the date of this Deed
 - 5 4 1 if the title to any such property is registered at HM Land Registry, that Chargor shall immediately apply to be registered as the proprietor of the registered estate acquired (or procure that such application is made on its behalf) and (for the purposes of panel 11 of Form AN1) hereby consents to an application being made by the Security Trustee to the Chief Land Registrar for the registration of an agreed notice in Form AN1 to protect this Deed against that Chargor's title to that property,
 - 5 4 2 if the title to any such property is required to be registered at HM Land Registry under the provisions of the Land Registration Act 2002, that Chargor shall immediately apply for first registration of the estate acquired in Form FR1 (or procure that such application is made on its behalf) and shall disclose or procure that the existence of this Deed is disclosed to HM Land Registry either in the Form DL accompanying such application or in panel 12 of Form FR1, and

- 5 4 3 if the title to any such property represents the transfer of either part of a commonhold unit or part of the common parts of land registered as a freehold estate in commonhold land under the Commonhold and Leasehold Reform Act 2002, that Chargor shall also procure that the application to register the transfer is accompanied by an application in Form CM3 to register the commonhold community statement that has been amended in relation to the transfer as required by Rule 15 or, as the case may be, Rule 16 of the Commonhold (Land Registration) Rules 2004,

and, in each such case, the relevant Chargor shall, immediately after registration of it as the proprietor of the relevant registered estate, provide the Security Trustee with an official copy of the register recording the same

Notices of Charge and Assignment

- 5 5 Subject to clause 5 6, each Chargor shall, promptly upon the request of the Security Trustee from time to time, give or join the Security Trustee in giving

5 5 1 a notice in the form set out in Part 1 of Schedule 7 (*Form of Notice of Charge – Key-man Policies*) or in such other form as the Security Trustee may reasonably require to the relevant insurers in respect of each of its Key-man Policies,

5 5 2 a notice in the form set out in Part 1 of Schedule 8 (*Form of Notice of Charge – Specified Contracts*) or, as applicable, Part 1 of Schedule 9 (*Form of Notice of Charge – Accounts not with the Security Trustee*) or in such other form as the Security Trustee may reasonably require to each of the counterparties to each Specified Contract to which it is a party and to each bank or financial institution (other than the Security Trustee) in respect of each account of that Chargor opened or maintained with it, and

5 5 3 in respect of any other asset which is charged or assigned pursuant to Clause 3 (*Fixed Security*), a notice of charge or, as applicable, assignment in such form as the Security Trustee may reasonably require to the relevant obligor, debtor or other third party (as the case may be)

- 5 6 Nothing in clause 5 5 shall entitle the Security Trustee or require any Chargor to serve a notice in the form set out in Part 1 of Schedule 8 (*Form of Notice of Charge – Specified Contracts*) or in any other form to any counterparty to a Specified Contract where to do so might, in the relevant Obligor's reasonable opinion, reasonably be expected to be materially prejudicial to the interests of any Obligor, provided that this clause 5 6 shall not apply during any time when the security constituted by this Deed has become enforceable

- 5 7 Each such notice shall be duly signed by or on behalf of the relevant Chargor and that Chargor shall procure that each of the persons on whom any such notice is served promptly provides to the Security Trustee a duly signed acknowledgement of that notice in the form set out in Part 2 of Schedule 7, Part 2 of Schedule 8 or, as applicable, Part 2 of Schedule 9 or in such other form in any case as the Security Trustee may reasonably require

Acknowledgement of Notice

- 5 8 The execution of this Deed by the Chargors and the Security Trustee shall constitute notice to the Security Trustee of the charge created by this Deed over any account opened or maintained by any Chargor with the Security Trustee

Deposit of Documents of Title

- 5 9 Each Chargor shall promptly deposit with the Security Trustee (unless already held by its solicitors on behalf of and to the Security Trustee's order or at HM Land Registry for the

purpose of registration of the security constituted by this Deed) all deeds, certificates and other documents of title from time to time relating to the Mortgaged Property

- 5 10 Each Chargor shall promptly deposit with the Security Trustee all policy documents, documents of title and endorsements from time to time relating to the Key-man Policies

Deposit of Securities

- 5 11 Each Chargor shall, if requested in writing by the Security Trustee, in respect of any Securities which are in certificated form, promptly

5 11 1 deposit with the Security Trustee or as it may direct all stock and share certificates and other documents of title or evidence of ownership from time to time relating to such Securities, and

5 11 2 execute and deliver to the Security Trustee all share transfers and other documents as the Security Trustee may from time to time request in order to enable the Security Trustee (or its nominee(s)) to be registered as the owner or otherwise obtain a legal title to or to perfect its security interest in such Securities, to the intent that the Security Trustee may at any time without notice complete and present such transfers and documents for registration

- 5 12 Each Chargor shall, in respect of any Securities which are in uncertificated form, promptly upon being requested to do so by the Security Trustee, give or procure the giving of, in accordance with and subject to the facilities and requirements of the relevant system, all instructions necessary to effect a transfer of title to such Securities into an account in the name of the Security Trustee (or its nominee(s)) and to cause the Operator to register on the relevant register of securities the transfer of such title

- 5 13 For the purposes of Clauses 5 11 and 5 12 above, the expressions “**certificated**”, “**instruction**”, “**Operator**”, “**relevant system**” and “**uncertificated**” shall have the meanings given to those terms in the Uncertificated Securities Regulations 2001

6. Further Assurance

Further Assurance

- 6 1 Subject to clause 5 6, each Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee or any Receiver may reasonably specify (and in such form as the Security Trustee or any Receiver may reasonably require in favour of the Security Trustee or its nominee(s)) to

6 1 1 perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by that Chargor of a mortgage, charge, assignment or other Security over all or any of the assets forming part of, or which are intended to form part of, the Charged Property),

6 1 2 confer on the Security Trustee Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this Deed,

6 1 3 facilitate the exercise of any rights, powers and remedies of the Security Trustee or any Receiver or Delegate provided by or pursuant to this Deed or by law,

6 1 4 facilitate the realisation of the assets which form part of, or are intended to form part of, the Charged Property, and/or

- 6 1 5 create any charge by way of legal mortgage over any freehold, commonhold or leasehold property which becomes vested in that Chargor after the date of this Deed

Acquisition of New Land

- 6 2 Each Chargor shall immediately notify the Security Trustee of any acquisition by it of any freehold, commonhold or leasehold property or of any agreement entered into by it or of which it has the benefit for the acquisition of any such property

Implied Covenants for Title

- 6 3 Each of the mortgages, charges and assignments granted by each Chargor under this Deed are granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, save that the covenants set out in Section 2(1)(a), Section 3 and Section 4 of that Act shall extend to each Chargor without, in each case, the benefit of Section 6(2) of that Act

7. Undertakings

General

- 7 1 The undertakings in this Clause 7 remain in force from the date of this Deed for so long as any amount is outstanding under this Deed

Negative Pledge

- 7 2 No Chargor shall create or extend or permit to arise or subsist any Security over the whole or any part of the Charged Property or enter into any arrangement or transaction as described in clause 23 23 2 of the Facilities Agreement in respect of any asset forming part of, or intended to form part of, the Charged Property, other than as permitted under the Facilities Agreement

Restriction on Disposals

- 7 3 No Chargor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal in the ordinary course of trading (as conducted by that Chargor at the date of this Deed) of any Charged Property which is subject only to the floating charge created by Clause 4 1 (*Creation of Floating Charge*) or as expressly permitted under the Facilities Agreement

Access

- 7 4 Each Chargor shall permit the Security Trustee and any other person nominated by it free access at all reasonable times and on reasonable notice to enter upon and/or view the state and condition of the Charged Property (without, in any case, becoming liable to account as mortgagee in possession)

Insurance

- 7 5 Each Chargor shall insure or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, use its reasonable efforts to procure that the landlord insures the Charged Property (insofar as it is of an insurable nature) and shall (and the Company shall ensure that each other member of the Group will) maintain insurances on and in relation to its business and assets against those risks and to the extent as is usual for companies carrying on the same or substantially similar business (it being acknowledged by the Secured Parties that the Group does not insure machine assets located at any customer's premises)

- 7 6 All insurances must be with reputable independent insurance companies or underwriters
- 7 7 Each Chargor shall, if requested by the Security Trustee, procure that the Security Trustee is named as co-insured with that Chargor on each policy of insurance effected or maintained by it or any person on its behalf in accordance with Clause 7 5 above or that a note of the Security Trustee's interest is endorsed upon, and the Security Trustee is named as sole loss payee in respect of, each such policy, as the Security Trustee may require and that the terms of each such policy require the insurer not to invalidate the policy as against the Security Trustee by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Security Trustee
- 7 8 Each Chargor shall promptly pay all premiums and other moneys payable under or in respect of each policy of insurance effected or maintained by it or any person on its behalf in accordance with Clause 7 5 above and do all other things necessary to keep each such policy in full force and effect and shall, promptly upon request, produce to the Security Trustee receipts showing the payment of such moneys within seven days of their becoming due and payable (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as that Chargor is entitled to obtain from the landlord under the terms of the relevant lease)
- 7 9 Each Chargor shall, on written demand by the Security Trustee, produce to the Security Trustee the policy, certificate or cover note relating to any such insurance as is required by Clause 7 5 above (or where, in the case of any leasehold property, such insurance is effected by the landlord, such evidence of insurance as that Chargor is entitled to obtain from the landlord under the terms of the relevant lease) Where, in the case of leasehold property, such insurance is effected by the landlord or the terms of the relevant lease require the landlord to effect insurance, each Chargor shall use all reasonable endeavours to enforce the covenants by its landlord relating to insurance contained in that lease (including any reinstatement covenants)
- 7 10 No Chargor shall do or cause or permit to be done or, as the case may be, not done, or shall fail to disclose, any matter or thing which may make any such insurance as is required by Clause 7 5 above void or voidable

Remedying Insurance Defaults

- 7 11 If default shall be made by any Chargor in complying with Clause 7 5 above, the Security Trustee may (but shall not be obliged to) effect or renew any such insurance as is required by that Clause on such terms, in such name(s) and in such amount(s) as the Security Trustee reasonably considers appropriate All moneys expended by the Security Trustee in so doing shall be reimbursed by the relevant Chargor to the Security Trustee on demand and until so reimbursed shall carry interest at the rate specified in Clause 2 2 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment)

Proceeds of Insurance

- 7 12 All moneys received or receivable by each Chargor under any Insurances in respect of the Premises or any other Charged Property of an insurable nature shall be paid into a Realisation Account and until so paid shall be held on trust for the Security Trustee (as trustee for the Secured Parties) and applied (subject to the rights and claims of any person having prior rights thereto)
- 7 12 1 in accordance with the terms of the Facilities Agreement, or
- 7 12 2 after the security constituted by this Deed has become enforceable and if the Security Trustee so directs, in or towards satisfaction of the Secured Liabilities in accordance with Clause 15 1 (*Order of Application*)

Voting Rights and Dividends relating to Securities

- 7 13 At any time before the security constituted by this Deed has become enforceable
- 7 13 1 each Chargor shall be entitled to exercise all voting and other rights and powers in respect of the Securities or, if any of the same are exercisable by the Security Trustee (or its nominee(s)), to direct in writing the exercise of those voting and other rights and powers, **provided that** no Chargor shall exercise or direct the exercise of any voting or other rights and powers in any manner which would breach the provisions of the Facilities Agreement or would, in the reasonable opinion of the Security Trustee, have a Material Adverse Effect on the value of the Securities or otherwise jeopardise the security constituted by this Deed, and
- 7 13 2 each Chargor shall be entitled to retain and apply for its own use all dividends, interest and other moneys paid or payable in respect of the Securities and, if any of the same are paid or payable to the Security Trustee (or its nominee(s)), the Security Trustee will hold all such dividends, interest and other moneys received by it for the account of that Chargor and will pay such dividends to that Chargor promptly on request
- 7 14 At any time after the security constituted by this Deed has become enforceable, the Security Trustee may at its discretion (in the name of any Chargor or otherwise and without any further consent or authority from any Chargor)
- 7 14 1 exercise (or refrain from exercising) all voting and other rights and powers in respect of the Securities,
- 7 14 2 apply all dividends, interest and other moneys arising from the Securities in accordance with Clause 15 1 (*Order of Application*) and, if any of the same are paid or payable to any Chargor, that Chargor shall hold all such dividends, interest and other moneys on trust for the Security Trustee (as trustee for the Finance Parties) and pay the same immediately to the Security Trustee or as it may direct to be applied in accordance with Clause 15 1,
- 7 14 3 if not already so transferred, transfer the Securities into the name of, or (as applicable) into an account in the name of, the Security Trustee (or its nominee(s)), and
- 7 14 4 in addition to any other power created under this Deed, exercise (or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Securities and, except as expressly provided for in the Deed, all the powers and discretions conferred on trustees by the Trustee Act 1925 and the Trustee Act 2000, including, without limitation, the general power of investment set out in Section 3 of the Trustee Act 2000, *provided that* the duty of care set out in Section 1 (1) of the Trustee Act 2000 shall not apply to the exercise of any other power of investment (however conferred) by the Security Trustee (or its nominee(s)) in respect of securities or property subject to a trust

Calls and Other Obligations in respect of Securities

- 7 15 To the extent permitted by the Facilities Agreement, each Chargor shall promptly pay all calls and other payments which are or become due in respect of all or any part of the Securities and, if it fails to do so, the Security Trustee may elect (but shall not be obliged) to make such payments on behalf of that Chargor. Any sums so paid by the Security Trustee shall be reimbursed by the relevant Chargor to the Security Trustee on demand and shall carry interest at the rate specified in Clause 2 2 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment)

- 7 16 Each Chargor shall remain liable to observe and perform all of the other conditions and obligations assumed by it in respect of any of all or any part of the Securities
- 7 17 Neither the Security Trustee nor its nominee(s) shall be liable to make any payment in respect of any calls or other payments which may be or become due in respect of the Securities or be under any duty to make any enquiry into the nature or sufficiency of any payment received by it in respect of the Securities or to present or file or make any claim, take any action or do any other act or thing for the purpose of collecting and/or enforcing the payment of any amount to which it may be entitled in respect of the Securities
- 7 18 Each Chargor shall copy to the Security Trustee and comply with all requests for information which is within its knowledge and which are made under Section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional documents relating to all or any part of the Securities and, if it fails to do so, the Security Trustee may elect (but shall not be obliged) to provide such information as it may have on behalf of (and at the expense of) that Chargor
- 7 19 No Chargor shall, without the prior written consent of the Security Trustee, do or cause or permit to be done anything which shall require any company in which any of the Securities is held to treat any person who is not the registered holder of any of the Securities as entitled to enjoy or exercise any rights of a member in relation to the whole or any part of the Securities, except pursuant to the terms of this Deed

Book Debts and Other Debts

- 7 20 No Chargor shall at any time deal with its book debts and other debts and monetary claims except by getting in and realising them in the ordinary and usual course of its business and paying all Debt Proceeds (other than any Debt Proceeds which are required to be paid into a Realisation Account pursuant to the terms of the Finance Documents) into the current account of that Chargor with Santander UK Plc or into such other account with an Acceptable Bank
- 7 21 At any time before the security constituted by this Deed has become enforceable, each Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance which arises on any account of that Chargor with any bank or financial institution referred to in Clause 7 20 above as a result of Debt Proceeds being credited or transferred to that account from time to time

Bank Accounts

- 7 22 Each Chargor shall promptly deliver to the Security Trustee, on the date of this Deed and, if any change occurs thereafter, on the date of such change, details of each account maintained by it with any bank or financial institution (other than the Security Trustee)
- 7 23 Each Chargor undertakes that it shall not, without the Security Trustee's prior written consent
- 7 23 1 permit or agree to any variation of the rights attaching to any account referred to in Clause 7 22 above (save for any variation imposed by the relevant bank or financial institution upon its business customers generally and which it is not reasonably practicable for the Chargor to object to), or
- 7 23 2 close any such account
- 7 24 Subject to Clause 7 21 above, each Chargor agrees with the Security Trustee that it shall not be entitled to receive, utilise, transfer or withdraw any credit balance from time to time on any account (whether that account is with the Security Trustee or any other bank or financial institution) except as expressly permitted under the Facilities Agreement or with the prior written consent of the Security Trustee

- 7 25 At any time after the security constituted by this Deed has become enforceable, no Chargor shall be entitled to receive, utilise, transfer or withdraw any credit balance from time to time on any account except with the prior written consent of the Security Trustee

Premises, Plant and Machinery

- 7 26 Each Chargor shall at all times, to the Security Trustee's reasonable satisfaction, repair and keep

7 26 1 the Premises in satisfactory repair and condition, and

7 26 2 the fixtures, plant, machinery, implements and other effects and chattels owned by it and which are in or upon the Premises or elsewhere (other than trading stock held with customers) in a satisfactory state of repair and in satisfactory working order and condition and shall, as and when necessary, renew and replace such items when they shall become obsolete, worn out or destroyed with items of similar quality

- 7 27 If default shall be made by any Chargor in complying with Clause 7 26 above, the Security Trustee may (but shall not be obliged to) carry out any necessary repairs and the relevant Chargor shall permit the Security Trustee and its agents and contractors to take any of the steps referred to in Clause 7 34 below for this purpose All moneys expended by the Security Trustee in taking any such steps shall be reimbursed by the relevant Chargor to the Security Trustee on demand and until so reimbursed shall carry interest at the rate specified in Clause 2 2 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment)

- 7 28 No Chargor shall, without the prior written consent of the Security Trustee (not to be unreasonably withheld or delayed), carry out or permit to be carried out any material demolition, rebuilding, reconstruction or structural alteration of any Premises

Key Mortgaged Property

- 7 29 No Chargor shall, except as expressly permitted under the Facilities Agreement or with the prior written consent of the Security Trustee

7 29 1 exercise any statutory or other power of leasing or letting, or accept or agree to accept surrenders of any leases, or enter into any agreement for lease or letting, in respect of any Key Mortgaged Property in a way which is reasonably likely to be materially prejudicial to the interests of the Secured Parties, or

7 29 2 create any licence in respect of any Key Mortgaged Property, or let any person into occupation of, or share occupation of, any Key Mortgaged Property or grant any other proprietary or other right or interest in any Key Mortgaged Property in a way which is reasonably likely to be materially prejudicial to the interests of the Secured Parties

- 7 30 Each Chargor shall

7 30 1 observe and perform in all material respects all the terms on its part contained in any lease or agreement for lease comprised within the Key Mortgaged Property, and

7 30 2 duly and punctually perform and observe and indemnify the Security Trustee for any breach of any covenants, stipulations and obligations (restrictive or otherwise) affecting the Key Mortgaged Property

- 7 31 No Chargor shall

- 7 31 1 enter into any onerous or restrictive covenants affecting the Key Mortgaged Property in a way which is reasonably likely to be materially prejudicial to the interests of the Secured Parties, or
- 7 31 2 sever or unfix or remove any of the fixtures from any Key Mortgaged Property (except for the purpose of effecting necessary repairs to any such items or renewing or replacing the same in accordance with Clause 7 26 above) in a way which is reasonably likely to be materially prejudicial to the interests of the Secured Parties
- 7 32 Each Chargor shall punctually pay or cause to be paid (except when contested on reasonable grounds) and shall indemnify the Security Trustee and any Receiver or Delegate on demand against all present and future rents, rates, Taxes, assessments and outgoings of whatsoever nature imposed upon or payable in respect of its Key Mortgaged Property or by the owner or occupier of its Key Mortgaged Property upon the same becoming due and payable or within any applicable grace period. If any of the foregoing shall be paid by the Security Trustee or any Receiver or Delegate they shall be reimbursed by the relevant Chargor to the Security Trustee or such Receiver or Delegate on demand and shall carry interest at the rate specified in Clause 2 2 (*Interest*) from the date of payment by the Security Trustee or such Receiver or Delegate until reimbursed (after as well as before any judgment)
- 7 33 No Chargor shall, without the prior written consent of the Security Trustee
 - 7 33 1 make or, insofar as it is able, permit others to make any application for planning permission in respect of any Key Mortgaged Property,
 - 7 33 2 carry out or permit to be carried out on any Key Mortgaged Property any development (within the meaning of that expression in the Planning Acts), or
 - 7 33 3 make any VAT election in relation to any Key Mortgaged Property

Remedying Mortgaged Property Defaults

- 7 34 In case of any default which is outstanding by any Chargor in performing or complying with any covenant, undertaking, restriction, applicable law or regulations affecting the Mortgaged Property, the relevant Chargor shall permit the Security Trustee and its agents and contractors to
 - 7 34 1 enter on the Mortgaged Property,
 - 7 34 2 comply with or object to any notice served on that Chargor in respect of the Mortgaged Property, and
 - 7 34 3 take any action as the Security Trustee may reasonably consider necessary or desirable to prevent or remedy any breach of any such covenant, undertaking, restriction, applicable law or regulations or to comply with or object to any such notice
- 7 35 All moneys expended by the Security Trustee in taking any steps referred to in Clause 7 34 above shall be reimbursed by the relevant Chargor to the Security Trustee on demand and until so reimbursed shall carry interest at the rate specified in Clause 2 2 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment)

Specified Contracts

- 7 36 No Chargor shall make or agree to make any amendments, variations or modifications to the Specified Contracts or waive any of its rights under the Specified Contracts in a way which is reasonably likely to be materially prejudicial to the interests of the Secured Parties, except as

expressly permitted under the Facilities Agreement or with the prior written consent of the Security Trustee

Information

- 7 37 Each Chargor shall promptly notify the Security Trustee in writing of any action, claim or demand made by or against it in connection with all or any part of the Charged Property or of any fact, matter or circumstance which may with the passage of time give rise to such an action, claim or demand which, in either case, is reasonably likely to have a Material Adverse Effect, together with that Chargor's proposals for settling, liquidating, compounding or contesting the same and shall, subject to the Security Trustee's approval of such proposals, implement them at its own expense

Notices relating to Charged Property

- 7 38 Each Chargor shall, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority with respect to the whole or any part of the Charged Property

7 38 1 deliver a copy to the Security Trustee,

7 38 2 inform the Security Trustee of the steps taken or proposed to be taken by it to comply with the relevant application, requirement, order or notice, and

7 38 3 comply with any reasonable request by the Security Trustee to take such action as the Security Trustee may believe necessary to preserve or protect the Charged Property or the security constituted or intended to be constituted by this Deed

Not Jeopardise Security

- 7 39 No Chargor shall do or cause or permit to be done anything which might in any way materially depreciate, jeopardise or otherwise prejudice the value to the Security Trustee of the security constituted or intended to be constituted by this Deed, except to the extent expressly permitted by the terms of this Deed

8. Enforcement of Security

When Security becomes Enforceable

- 8 1 The security constituted by this Deed shall become immediately enforceable and the power of sale and other powers conferred by Section 101 of the LPA, as varied or extended by this Deed, shall be immediately exercisable upon and at any time after the occurrence of an Event of Default which is continuing
- 8 2 After the security constituted by this Deed has become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property

Right of Appropriation

- 8 3 To the extent that any of the Charged Property constitutes "**financial collateral**" and this Deed and the obligations of any Chargor under this Deed constitute a "**security financial collateral arrangement**" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No 2) Regulations 2003 (the "**FCA Regulations**")), the Security Trustee shall have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any part of such financial collateral in or towards discharge of the Secured Liabilities For this purpose, the parties agree that the value of such financial collateral shall be

(in the case of cash) the amount standing to the credit of each bank account of the relevant Chargor, together with any accrued but unpaid interest, at the time the right of appropriation is exercised and (in the case of Securities) the market price of such Securities determined by the Security Trustee by reference to a public index or by such other process as the Security Trustee may select, including independent valuation. In each case, the parties agree that the manner of valuation provided for in this Clause 8.3 shall constitute a commercially reasonable manner of valuation for the purposes of the FCA Regulations.

Redemption of Prior Mortgages

8.4 The Security Trustee or any Receiver may at any time

8.4.1 redeem any prior Security over any Charged Property, or

8.4.2 procure the transfer of that Security to the Security Trustee, or

8.4.3 settle and pass the accounts of the person or persons entitled to such Security (and any accounts so settled and passed shall be conclusive and binding on the relevant Chargor)

8.5 All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption or transfer shall be paid by the relevant Chargor to the Security Trustee and every Receiver on demand and shall be secured by this Deed.

9. Extension and Variation of the LPA

General

9.1 For the purposes of all powers implied by the LPA, such powers shall arise (and the Secured Liabilities shall be deemed to have become due and payable for that purpose) on the date of this Deed.

9.2 Section 103 of the LPA (restricting the power of sale) and Section 93 of the LPA (restricting the right of consolidation) shall not apply to the security constituted by this Deed.

9.3 The statutory powers of leasing conferred on the Security Trustee are extended so as to authorise the Security Trustee and any Receiver at any time after the security constituted by this Deed has become enforceable to make any lease or agreement for lease, accept surrenders of leases and/or grant options on such terms as it or he shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the LPA.

Privileges

9.4 Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers.

10. Appointment of Receiver and Administrator

Appointment

10.1 At any time after the security constituted by this Deed has become enforceable or if any Chargor so requests the Security Trustee in writing (in which case the security constituted by this Deed shall become immediately enforceable), the Security Trustee may without prior notice to any Chargor

10.1.1 appoint free from the restrictions imposed by Section 109(1) of the LPA either under seal or in writing under its hand any one or more persons to be a Receiver of the whole or any part or parts of the Charged Property in like manner in every

respect as if the Security Trustee had become entitled under the LPA to exercise the power of sale conferred under the LPA, or

- 10 1 2 appoint one or more persons to be an administrator of any one or more of the Chargors

Removal

- 10 2 The Security Trustee may by writing under its hand (or by an application to the court where required by law)

10 2 1 remove any Receiver appointed by it, and

10 2 2 appoint, whenever it deems it expedient, any one or more persons to be a new Receiver in the place of or in addition to any Receiver

Statutory Powers of Appointment

- 10 3 The powers of appointment of a Receiver conferred by this Deed shall be in addition to all statutory and other powers of appointment of the Security Trustee under the LPA (as extended by this Deed) or otherwise and such powers shall be and remain exercisable from time to time by the Security Trustee in respect of any part or parts of the Charged Property

Capacity of Receiver

- 10 4 Each Receiver shall be deemed to be the agent of the relevant Chargor for all purposes. Each Chargor alone shall be responsible for a Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him
- 10 5 The agency of each Receiver shall continue until the relevant Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Security Trustee
- 10 6 If there is more than one Receiver holding office at the same time, each Receiver shall (unless the document appointing him states otherwise) be entitled to act (and to exercise all of the powers conferred on a Receiver under this Deed) individually or together with any other person appointed or substituted as Receiver

Remuneration of Receiver

- 10 7 The Security Trustee may fix the remuneration of any Receiver appointed by it without any restriction imposed by Section 109(6) of the LPA and the remuneration of the Receiver shall be a debt secured by this Deed, which shall be due and payable immediately upon its being paid by the Security Trustee

11. Powers of Receiver

General

- 11 1 Each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out below in this Clause 11 in addition to those conferred by law
- 11 2 Without prejudice to the generality of this Clause 11, each Receiver shall have all the rights, powers and discretions of an administrative receiver under Schedule 1 to the Insolvency Act 1986 whether he falls within the statutory definition of an administrative receiver or not

Specific Powers

- 11 3 Each Receiver shall have the following powers (and every reference in this Clause 11 3 to the **“Charged Property”** shall be read as a reference to that part or parts of the Charged Property in respect of which that Receiver was appointed)
- 11 3 1 power to purchase or acquire land and purchase, acquire or grant any interest in or right over land as he thinks fit,
 - 11 3 2 power to take immediate possession of, get in and collect any Charged Property,
 - 11 3 3 power to carry on the business of any Chargor as he thinks fit,
 - 11 3 4 power (but without any obligation to do so) to
 - (a) make and effect all repairs, alterations, additions and insurances and do all other acts which any Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the Charged Property,
 - (b) commence or complete any building operations on the Charged Property,
 - (c) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence in respect of the Charged Property, and
 - (d) negotiate for compensation with any authority which may intend to acquire or be in the process of acquiring all or any part of the Charged Property and make objections to any order for the acquisition of all or any part of the Charged Property and represent any Chargor at any enquiry to be held to consider such objections or otherwise relating to any such acquisition,
- in each case as he thinks fit,
- 11 3 5 power to appoint and discharge managers, officers, agents, advisers, accountants, servants, workmen, contractors, surveyors, architects, lawyers and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit and power to discharge any such persons appointed by any Chargor (and the costs incurred by any Receiver in carrying out such acts or doing such things shall be reimbursed to that Receiver by the relevant Chargor on demand and until so reimbursed shall carry interest at the rate specified in Clause 2 2 (*Interest*) from the date of payment by the Receiver until reimbursed (after as well as before any judgment)),
 - 11 3 6 power to raise and borrow money either unsecured or (with the prior consent of the Security Trustee) on the security of any Charged Property either in priority to the security constituted by this Deed or otherwise and generally on any terms and for whatever purpose he thinks fit,
 - 11 3 7 power to sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner and on any terms as he thinks fit,
 - 11 3 8 power to sever and sell separately any fixtures from the property containing them without the consent of any Chargor,
 - 11 3 9 power to let any Charged Property for any term and at any rent (with or without a premium) as he thinks fit and power to accept a surrender of any lease or tenancy of

any Charged Property on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender),

- 11 3 10 power to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Charged Property,
- 11 3 11 power to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any Charged Property or in relation to any Chargor which may seem to him to be expedient,
- 11 3 12 power to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising any Charged Property,
- 11 3 13 power to form a subsidiary of any Chargor and transfer to that subsidiary any Charged Property,
- 11 3 14 power to do all such acts as may seem to him to be necessary or desirable in order to initiate or continue any development of any Charged Property and for these purposes to appoint and to enter into such contracts with such building and engineering contractors or other contractors and professional advisers as he may think fit,
- 11 3 15 power to call any meeting of the members or directors of any Chargor in order to consider such resolutions or other business as he thinks fit,
- 11 3 16 power to exercise in relation to any Charged Property all the powers and rights which he would be capable of exercising if he were the absolute beneficial owner of the same,
- 11 3 17 power to do all other acts and things which he may consider desirable or necessary for realising any Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed, and
- 11 3 18 power to exercise any of the above powers in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of that Chargor

Security Trustee's Powers

- 11 4 To the fullest extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) upon a Receiver may after the security constituted by this Deed has become enforceable be exercised by the Security Trustee in relation to any Charged Property, irrespective of whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver

12. Discretions and Delegation

Discretion

- 12 1 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Security Trustee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons

Delegation

- 12 2 Each of the Security Trustee and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney)

12 3 Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Trustee or any Receiver (as the case may be) shall think fit

12 4 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

13. Power of Attorney

Appointment and Powers

13 1 Each Chargor, by way of security, irrevocably appoints the Security Trustee, every Receiver and every Delegate severally and independently to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for

13 1 1 carrying out any obligation imposed on any Chargor by this Deed, and/or

13 1 2 enabling the Security Trustee or any Receiver or Delegate to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Deed or by law (including the exercise of any right of an absolute legal or beneficial owner of the Charged Property)

Ratification

13 2 Each Chargor shall ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under Clause 13 1 (*Appointment and Powers*)

14. Protection of Purchasers

Consideration

14 1 The receipt of the Security Trustee or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property (including a disposal by a Receiver or Delegate to any subsidiary of any Chargor) or in making any acquisition in the exercise of their respective powers, the Security Trustee, every Receiver and every Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit

Protection of Third Parties

14 2 No person (including a purchaser) dealing with the Security Trustee, any Receiver or any Delegate shall be bound to enquire

14 2 1 whether the Secured Liabilities have become payable, or

14 2 2 whether any power which the Security Trustee or any Receiver or Delegate is purporting to exercise has arisen or become exercisable, or

14 2 3 whether any money remains due under the Finance Documents, or

14 2 4 how any money paid to the Security Trustee or to any Receiver or Delegate is to be applied,

or shall be concerned with any propriety, regularity or purpose on the part of the Security Trustee or any Receiver or Delegate in such dealings or in the exercise of any such power

15. Application of Proceeds

Order of Application

- 15 1 All moneys received or recovered by the Security Trustee, any Receiver or any Delegate pursuant to this Deed, after the security constituted by this Deed has become enforceable, shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the LPA) be applied in the following order (but without prejudice to the right of the Security Trustee to recover any shortfall from any Chargor)
- 15 1 1 in or towards payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his rights and powers, including his remuneration, and all outgoings paid by him,
 - 15 1 2 in or towards payment of all other Expenses,
 - 15 1 3 in or towards payment of all other Secured Liabilities or such part of them as is then due and payable to the Finance Parties in accordance with the order of application set out in Clause 31 13 (*Partial Payments*) of the Facilities Agreement, and
 - 15 1 4 in payment of the surplus (if any) to any Chargor or other person entitled to it
- 15 2 Clause 15 1 (*Order of Application*) will override any appropriation made by any Chargor

New Accounts

- 15 3 If the Security Trustee (acting in its capacity as trustee for the Secured Parties or otherwise) or any other Secured Party at any time receives, or is deemed to have received, notice of any subsequent Security or other interest affecting any Charged Property, the Security Trustee and/or any other relevant Secured Party may open a new account with any Chargor
- 15 4 If the Security Trustee and/or any other Secured Party 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. As from that time all payments made by or on behalf of the relevant Chargor to the Security Trustee (whether in its capacity as trustee for the Secured Parties or otherwise) and/or any other Secured Party shall be credited or be treated as having been credited to the new account of that Chargor and not as having been applied in reduction of the Secured Liabilities

Currency Conversion

- 15 5 For the purpose of or pending the discharge of any of the Secured Liabilities, the Security Trustee and each other Secured Party may (in its absolute discretion) convert any moneys received or recovered by it or any Receiver or Delegate pursuant to this Deed or any moneys subject to application by it or any Receiver or Delegate pursuant to this Deed from one currency to another and any such conversion shall be made at the Security Trustee's (or that Secured Party's) spot rate of exchange for the time being for obtaining such other currency with the first currency and the Secured Liabilities shall be discharged only to the extent of the net proceeds of such conversion realised by the Security Trustee or that Secured Party. Nothing in this Deed shall require the Security Trustee to make, or shall impose any duty of care on the Security Trustee or any other Secured Party in respect of, any such currency conversion

16. No Liability as Mortgagee in Possession

- 16 1 Neither the Security Trustee nor any Receiver or Delegate shall in any circumstances (either by reason of entering into or taking possession of any Charged Property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to any Chargor

for anything, except actual receipts, or be liable to any Chargor for any costs, charges, losses, liabilities or expenses arising from the realisation of any Charged Property or from any act, default or omission of the Security Trustee, any Receiver, any Delegate or any of their respective officers, agents or employees in relation to the Charged Property or from any exercise or purported exercise or non-exercise by the Security Trustee or any Receiver or Delegate of any power, authority or discretion provided by or pursuant to this Deed or by law or the Finance Documents

17. Set-Off

- 17 1 Without limiting any other rights conferred on the Security Trustee and/or any other Secured Party by law or by any other agreements entered into with any Chargor, the Security Trustee and each other Secured Party may (but shall not be obliged to) set off any matured obligation due from any Chargor under this Deed (to the extent beneficially owned by the Security Trustee or, as the case may be, that Secured Party) against any obligation (whether matured or not) owed by the Security Trustee or, as the case may be, that Secured Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Trustee or, as the case may be, that 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. If the obligation owed by the Security Trustee and/or any other Secured Party is unliquidated or unascertained, the Security Trustee or, as the case may be, that Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation

18. Declaration of Trust

- 18 1 The Security Trustee hereby declares itself trustee of the security and other rights (including, but not limited to, the benefit of the covenants contained in this Deed), titles and interests constituted by this Deed and of all moneys, property and assets paid to the Security Trustee or to its order or held by the Security Trustee or its nominee(s) or received or recovered by the Security Trustee or its nominee(s) pursuant to or in connection with this Deed with effect from the date of this Deed to hold the same on trust for itself and each of the other Secured Parties absolutely *pro rata* (save as may otherwise be agreed between the Security Trustee and the other Secured Parties from time to time) to the moneys, obligations and liabilities of each Chargor owed to all the Secured Parties (including the Security Trustee) from time to time secured by this Deed
- 18 2 All moneys, property and other assets received by the Security Trustee or any Receiver or Delegate shall be held by it or him upon trust for the Security Trustee and the other Secured Parties according to their respective interests to apply the same in the order specified in Clause 15 1 (*Order of Application*)
- 18 3 The trusts in this Deed shall remain in force until whichever is the earlier of
- 18 3 1 the expiration of a period of 125 years from the date of this Deed, or
- 18 3 2 receipt by the Security Trustee of confirmation in writing from all of the Secured Parties that the Secured Liabilities are no longer outstanding

19. Effectiveness of Security

Continuing Security

- 19 1 The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, unless and until discharged by the Security Trustee, and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part

Cumulative Rights

- 19 2 The security constituted by this Deed and all rights, powers and remedies of the Security Trustee provided by or pursuant to this Deed or by law shall be cumulative and in addition to, and independent of, any other guarantee or Security now or subsequently held by the Security Trustee or any other Secured Party for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Property shall be superseded by, or supersede or merge into, the security constituted by this Deed

Reinstatement

- 19 3 If any discharge, release or arrangement (whether in respect of the obligations of the Company, an Obligor, any Chargor or any other member of the Group or any Security for those obligations or otherwise) is made by the Security Trustee or any other Secured Party in whole or in part on the faith of any payment, Security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under the security constituted by this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred
- 19 4 The Security Trustee may concede or compromise any claim that any payment or any discharge is liable to avoidance or restoration

No Security held by Chargors

- 19 5 No Chargor shall take or receive any Security from the Company, an Obligor, or another Chargor or any other member of the Group or any other person in connection with its liability under this Deed. However, if any such Security is so taken or received by any Chargor
- 19 5 1 it shall be held by that Chargor on trust for the Security Trustee (as trustee for the Secured Parties), together with all moneys at any time received or held in respect of such Security, for application in or towards payment and discharge of the Secured Liabilities, and
- 19 5 2 on demand by the Security Trustee, the relevant Chargor shall promptly transfer, assign or pay to the Security Trustee all Security and all moneys from time to time held on trust by it under this Clause 19 5

20. Certificates and Determinations

- 20 1 Any certificate or determination by the Security Trustee of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates

21. Partial Invalidity

- 21 1 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired and, if any part of the security constituted, or intended to be constituted, by this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security

22. Remedies and Waivers

- 22 1 No failure to exercise, nor any delay in exercising, on the part of the Security Trustee, any right, remedy or power under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right, remedy or power prevent any further or other exercise or the exercise of

any other right, remedy or power. The rights, remedies and powers provided in this Deed are cumulative and not exclusive of any rights, remedies or powers provided by law

- 22 2 Any amendment, waiver or consent by the Security Trustee under this Deed must be in writing and may be given subject to any conditions thought fit by the Security Trustee. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given

23. Notices

Communications in writing

- 23 1 Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter

Addresses

- 23 2 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Chargor and the Security Trustee for any communication or document to be made or delivered under or in connection with this Deed is

23 2 1 in the case of any Chargor, that identified with its name in Schedule 1 (*The Chargors*), and

23 2 2 in the case of the Security Trustee, that identified with its signature below,

or any substitute address, fax number or department or officer as any Chargor may notify to the Security Trustee (or the Security Trustee may notify to the Chargors, if a change is made by the Security Trustee) by not less than five Business Days' notice

Delivery

- 23 3 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective

23 3 1 if by way of fax, when received in legible form, or

23 3 2 if by way of letter, when it has been left at the relevant address or five business days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 23 2 (*Addresses*), if addressed to that department or officer

- 23 4 Any communication or document to be made or delivered to the Security Trustee will be effective only when actually received by it and then only if it is expressly marked for the attention of the department or officer identified with the Security Trustee's signature below (or any substitute department or officer as it shall specify for this purpose)

- 23 5 Any communication or document made or delivered to the Company in accordance with this Clause 23 will be deemed to have been made or delivered to each of the Chargors

English Language

- 23 6 Any notice or communication given or made under or in connection with this Deed must be in English

- 23 7 All other documents provided under or in connection with this Deed must be

23 7 1 in English, or

23 7 2 if not in English, and if so required by the Security Trustee, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document

24. Counterparts

24 1 This Deed may be executed in any number of counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

25. Assignment

25 1 The Security Trustee may assign, charge or transfer all or any of its rights under this Deed without the consent of any Chargor. The Security Trustee may disclose any information about any Chargor and this Deed as the Security Trustee shall consider appropriate to any actual or proposed direct or indirect successor or to any person to whom information is required to be disclosed by any applicable law or regulation.

26. Releases

26 1 Upon the expiry of the Liability Period (but not otherwise) and subject to Clauses 19 3 and 19 4 (*Reinstatement*), the Security Trustee shall, at the request and cost of the relevant Chargor, take whatever action is necessary to release the Charged Property of that Chargor from the security constituted by this Deed.

27. Governing Law

27 1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

28. Enforcement

Jurisdiction

28 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute")

28 2 Each Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary or take proceedings relating to a Dispute in any other courts.

28 3 Clauses 28 1 and 28 2 above are for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

28 4 Each Chargor irrevocably waives any right it may have to the trial by jury in any proceedings relating to a Dispute.

Service of Process

28 5 Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales)

- 28 5 1 irrevocably appoints Sceptre Leisure Plc, whose address for service is 139 Brookfield House, Walton Summit, Bamber Bridge, Preston PR5 8BF, as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed (and Sceptre Leisure Plc, by its execution of this Deed, accepts that appointment),
- 28 5 2 agrees that if, for any reason, the appointment of any process agent appointed by a Chargor in or in accordance with this Clause 28 5 ceases to be effective, it will immediately appoint a substitute process agent with an address for service in England and Wales, notify the Security Trustee of such appointment and of such substitute process agent's address for service and deliver to the Security Trustee evidence, in form and substance satisfactory to the Security Trustee, that such substitute process agent has accepted its appointment. Failing this, the Security Trustee may appoint another process agent for this purpose,
- 28 5 3 agrees that process will be effectively served on it if served upon the address for service specified in Clause 28 5 1 above of the process agent specified in that Clause or, if there has been a change in the address for service of that process agent, upon the last address for service notified to the Security Trustee of that process agent or, if that Chargor has appointed a substitute process agent in accordance with Clause 28 5 2 above, upon the last address for service notified to the Security Trustee of the last substitute process agent so appointed (and in respect of which notice of such appointment has been given to the Security Trustee in accordance with Clause 28 5 2 above) notwithstanding that such process agent or substitute process agent is no longer found at such address or has ceased to act or exist, and
- 28 5 4 agrees that failure by a process agent to notify the relevant Chargor of the process will not invalidate the proceedings concerned
- 28 6 As used in Clause 28 5 above, the expression "**process agent**" includes, where the context permits, a substitute process agent

Waiver of Immunity

- 28 7 To the extent that any of the Chargors may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), that Chargor irrevocably agrees not to claim and irrevocably waives such immunity to the fullest extent permitted by the laws of that jurisdiction

IN WITNESS of which this Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written

Schedule 1

The Chargers

Name	Company Number	Registered Office	Address for Notices	Fax Number	FAO:
Sceptre Leisure Plc	03189747	139 Brookfield Place, Walton Summit Centre, Bamber Bridge, Preston Lancashire, PR5 8BF	139 Brookfield Place, Walton Summit Centre, Bamber Bridge, Preston Lancashire, PR5 8BF	01772 694243	The Finance Director
Orb Holdings Limited	05179022	139 Brookfield Place, Walton Summit Centre, Bamber Bridge, Preston Lancashire, PR5 8BF	139 Brookfield Place, Walton Summit Centre, Bamber Bridge, Preston Lancashire, PR5 8BF	01772 694243	The Finance Director
Sceptre Leisure Solutions Limited	03675579	139 Brookfield Place, Walton Summit Centre, Bamber Bridge, Preston Lancashire, PR5 8BF	139 Brookfield Place, Walton Summit Centre, Bamber Bridge, Preston Lancashire, PR5 8BF	01772 694243	The Finance Director
Regal Amusement Machines Sales Limited	03329800	139 Brookfield Place, Walton Summit Centre, Bamber Bridge, Preston Lancashire, PR5 8BF	139 Brookfield Place, Walton Summit Centre, Bamber Bridge, Preston Lancashire, PR5 8BF	01772 694243	The Finance Director
Lotteryking Limited	02833173	139 Brookfield Place, Walton Summit Centre, Bamber Bridge, Preston Lancashire, PR5 8BF	139 Brookfield Place, Walton Summit Centre, Bamber Bridge, Preston Lancashire, PR5 8BF	01772 694243	The Finance Director
Creative Lotteries Limited	03189499	139 Brookfield Place, Walton Summit Centre, Bamber Bridge, Preston Lancashire, PR5 8BF	139 Brookfield Place, Walton Summit Centre, Bamber Bridge, Preston Lancashire, PR5 8BF	01772 694243	The Finance Director

Australian 8 Ball Company Limited	04220723	Lancashire, PR5 8BF	Lancashire, PR5 8BF	The Finance Director
		139 Brookfield Place, Walton Summit Centre, Bamber Bridge, Preston Lancashire, PR5 8BF	139 Brookfield Place, Walton Summit Centre, Bamber Bridge, Preston Lancashire, PR5 8BF	
Single Site Software Limited	06338315	139 Brookfield Place, Walton Summit Centre, Bamber Bridge, Preston Lancashire, PR5 8BF	139 Brookfield Place, Walton Summit Centre, Bamber Bridge, Preston Lancashire, PR5 8BF	The Finance Director
			01772 694243	

Schedule 2

Real Property

Part 1 - Registered Land

(Freehold, commonhold or leasehold property (if any) in England and Wales of which the relevant Chargor is registered as the proprietor at the Land Registry)

Name of Chargor	Premises at:	County/District	Registered at HM Land Registry under Title No:
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Part 2 - Unregistered Land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the relevant Chargor is the owner)

The freehold/leasehold property comprised in the following title deed(s) or other document(s) of title

Name of Chargor	Document	Date	Parties	Description
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Schedule 4

Intellectual Property

Name of Chargor	Nature of Intellectual Property (patent, trademark, service mark, design mark etc)	Further details of the Intellectual Property (relevant registry, registration number or reference etc)
Lotteryking Limited	Trade Mark	"Lotteryking" name registered with number UK00002377877 (Class 9 and 16)

Schedule 5

Securities

Name of Chargor	Details of company in which shares are held	Number of shares	Description of shares (class, par value etc)	Registered holder	Share certificate numbers/ Uncertificated?
Sceptre Leisure Plc	Orb Holdings Limited (number 05179022)	255,201	Ordinary Shares of £0 01 each	Sceptre Leisure Plc	Sceptre Leisure Plc
Sceptre Leisure Plc	Creative Lotteries Limited (number 03189499)	40,000	Ordinary Shares of £1 00 each	Sceptre Leisure Plc	Sceptre Leisure Plc
Sceptre Leisure Plc	Australian 8 Ball Company Limited (number 04220723)	100	Ordinary Shares of £1 00 each	Sceptre Leisure Plc	Sceptre Leisure Plc
Sceptre Leisure Plc	Gamingking Limited (number 06661528)	1	Ordinary Share of £1 00	Sceptre Leisure Plc	Sceptre Leisure Plc
Sceptre Leisure Plc	Lotteryking Limited (number 02833173)	10,277	Ordinary Shares of £1 00 each	Sceptre Leisure Plc	Sceptre Leisure Plc
Orb Holdings Limited	Sceptre Leisure Solutions Limited (number 03675579)	500,000	Ordinary Shares of £0 10 each	Orb Holdings Limited	Orb Holdings Limited
Orb Holdings Limited	Regal Amusement Machines Sales Limited (number 03329800)	1,000	Ordinary Shares of £1 00 each	Orb Holdings Limited	Orb Holdings Limited
Sceptre Leisure Solutions Limited	Single Site Software Limited (number 06338315)	1	Ordinary Share of £1 00	Sceptre Leisure Solutions Limited	Sceptre Leisure Solutions Limited

Schedule 6

Specified Contracts

Name of Chargor	Document	Date	Parties	Description
Sceptre Leisure Plc	Amusement Machine Supply Agreement	1 March 2010	(1) Sceptre Leisure Plc (2) Mitchells & Butlers Leisure Retail	Agreement relating to the supply, maintenance and management of certain machines
Sceptre Leisure Solutions Limited	Supply and Service of Leisure Machines Agreement	29 June 2012	(1) Punch Partnerships (PTL) Limited (2) Sceptre Leisure Solutions Limited	Agreement relating to the supply of certain machines at certain outlets
Sceptre Leisure Solutions Limited	Amusement Machine Supply Agreement	2 February 2011	(1) Stonegate Pub Company Limited (2) Sceptre Leisure Solutions Limited	Agreement relating to the supply, maintenance and management of certain machines
Sceptre Leisure Solutions Limited	Agreement Relating to the Supply of Electronic Leisure Equipment	6 October 2005, as extended and amended on 1 October 2008	(1) Enterprise Inns Plc (2) Sceptre Leisure Solutions Limited	Agreement relating to the supply of electronic leisure equipment
Sceptre Leisure Solutions Limited and Sceptre Leisure Plc	Agreement Relating to the Supply and Management of Leisure Machines	13 July 2009	(1) Whitbread Group Plc (2) Sceptre Leisure Solutions Limited (3) Sceptre Leisure Plc	Agreement relating to the supply of certain leisure machines

Schedule 7

Form of Notice of Assignment – Key-man Policies

Part 1 – Form of Notice

To [Name of relevant life company]

Address [] [Date]

Dear Sirs

[Name of relevant Chargor] - Key-man Insurance Polic[y] [ies] Number[s] [•] [and [•] (the “Polic[y] [ies]”)

AUSTER REAL ESTATE OPPORTUNITIES SàRL (the “Security Trustee”) and [insert name of relevant Chargor] (the “Company”) HEREBY GIVE NOTICE that by an assignment contained in a debenture dated [•] and made between, inter alios, the Company and the Security Trustee (the “Debenture”) the Company assigned to the Security Trustee absolutely by way of a first legal assignment all of its present and future right, title and interest in and to the Polic[y][ies], including all claims, the proceeds of all claims and all returns of premium in connection with the Polic[y][ies]

The Polic[y][ies], together with any new policy or policies in substitution for the Polic[y][ies], and all policy documents, documents of title and endorsements relating to all such policies (including the Polic[y][ies]), should be held to the order of the Security Trustee and all payments by you under or in connection with the Polic[y][ies] should be made as the Security Trustee may direct and only on the Security Trustee’s written instructions

The Company confirms that

- (i) in the event of any conflict between communications received from it and from the Security Trustee, the communication from the Security Trustee shall prevail,
- (ii) none of the instructions, authorisations or confirmations in this Notice of Assignment (the “Notice”) can be revoked or varied in any way except with the Security Trustee’s specific written consent, and
- (iii) any written notice or instructions given to you by the Security Trustee in accordance with this Notice shall be conclusive

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Trustee at [address] for the attention of [officer/department]

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

Yours faithfully,

for and on behalf of
[insert name of relevant Chargor]

for and on behalf of
AUSTER REAL ESTATE OPPORTUNITIES SàRL

Part 2 - Form of Acknowledgement

[on duplicate]

To AUSTER REAL ESTATE OPPORTUNITIES SàRL

Address []

Attention []

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Assignment of which this is a copy Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment We agree to and confirm the following

- (a) we will hold the Polic[y][ies], together with any new policy or policies in substitution for the Polic[y][ies] and all policy documents, documents of title and endorsements relating to all such policies (including the Polic[y][ies]), to your order and accept, agree to and will comply with the terms of the Notice,
- (b) we will send to you copies of any notices which we may give to the Company under such policies (including the Polic[y][ies]) at the same time as we send them to the Company,
- (c) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over, or affecting, any such policies (including the Polic[y][ies]), and
- (d) this acknowledgement is freely assignable or transferable by you, by any subsequent assignee, transferee or successor in title in accordance with the terms of such policies (including the Polic[y][ies]) ("Subsequent Party") and by any receiver appointed by you or by any Subsequent Party pursuant to the Debenture

Our agreement and confirmation in paragraph (a) above is given subject to our right of cancellation in respect of any such policies (including the Polic[y][ies]) on default in payment of any premiums but we undertake with you (until such time as we receive notice to the contrary from you)

- (i) to advise you promptly if any such premiums are not received by us within 30 days of renewal falling due,
- (ii) not to exercise our right of cancellation on default in payment of any such premiums without giving you 30 days' notice in writing and therefore a reasonable opportunity of paying the premiums outstanding, and
- (iii) to notify you promptly of, and in any event before giving our agreement to, any material changes which are proposed to be made to the terms of any such policies (including the Polic[y][ies])

Yours faithfully

for and on behalf of
[Name of relevant life company]

Schedule 8

Form of Notice of Charge – Specified Contracts

Part 1 – Form of Notice

To [Name of relevant counterparty to Specified Contract]

Address [] [Date]

Dear Sirs

AUSTER REAL ESTATE OPPORTUNITIES SàRL (the “Security Trustee”) and [insert name of relevant Chargor] (the “Company”) HEREBY GIVE NOTICE that by a charge contained in a mortgage debenture dated [•] and made between, inter alios, the Company and the Security Trustee (the “Debenture”) the Company charged to the Security Trustee by way of first fixed charge all of its present and future right, title and interest in and to the following agreement

[describe agreement]

(the “Agreement”) including, but not limited to, the right to demand and receive all moneys whatsoever payable to or for the benefit of the Company under or arising from the Agreement, all remedies provided for in the Agreement or available at law or in equity in relation to the Agreement, the right to compel performance of the Agreement and all other rights, interests and benefits whatsoever accruing to or for the benefit of the Company arising from the Agreement

All moneys payable by you to the Company pursuant to the Agreement shall be paid to the Company’s account (account number [insert account number], sort code [insert sort code] and account reference “[insert account name]”) with the Security Trustee unless and until you receive notice from the Security Trustee to the contrary, in which event you should make all future payments as directed by the Security Trustee

Notwithstanding the charge referred to above or the making of any payment by you to the Security Trustee pursuant to it, the Company shall remain liable under the Agreement to perform all the obligations assumed by it under the Agreement and neither the Security Trustee nor any receiver nor any delegate appointed by the Security Trustee or any such receiver shall be at any time under any obligation or liability to you under or in respect of the Agreement. The Company shall also remain entitled to exercise all its rights, powers and discretions under the Agreement and you should continue to give notices under the Agreement to the Company in each case unless and until you receive notice from the Security Trustee to the contrary when all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Trustee or as it directs

Please note that, pursuant to the Debenture, the Company and the Security Trustee have agreed that the Company will not make or agree to make any amendments, variations or modifications to the Agreement or waive any of its rights under the Agreement, without the prior written consent of the Security Trustee

The Company confirms that

- (i) in the event of any conflict between communications received from it and from the Security Trustee, the communication from the Security Trustee shall prevail,
- (ii) none of the instructions, authorisations or confirmations in this Notice of Charge (the “Notice”) can be revoked or varied in any way except with the Security Trustee’s specific written consent, and

- (iii) any written notice or instructions given to you by the Security Trustee in accordance with this Notice shall be conclusive

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Trustee at [address] for the attention of [officer/department]

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

Yours faithfully,

for and on behalf of
[insert name of relevant Chargor]

for and on behalf of
AUSTER REAL ESTATE OPPORTUNITIES SàRL

Part 2 - Form of Acknowledgement

[on duplicate]

To AUSTER REAL ESTATE OPPORTUNITIES SàRL

Address []

Attention []

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Charge of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We give any consent to the creation of the charge required pursuant to the Agreement and agree to and confirm that

- (a) we will pay all moneys hereafter becoming due to the Company in respect of the Agreement as directed in the Notice and accept and will comply with the terms of the Notice,
- (b) we will send to you copies of any notices which we may give to the Company under the Agreement at the same time as we send them to the Company,
- (c) we shall not exercise or seek to exercise any right which we may have to terminate or treat as terminated the Agreement without first giving to you by registered or recorded delivery post not less than [20] working days' prior written notice specifying our grounds for terminating or treating as terminated the Agreement and further that we shall not terminate the Agreement nor treat the same as terminated if
 - (i) any breach giving rise to the right to terminate the Agreement is remedied before the expiration of [20] working days from such notice, or
 - (ii) prior to the expiry of such period, you have agreed to execute or procure the execution of, and you call upon us to execute, a novation agreement (in form and substance acceptable to you) by which you, a receiver appointed by you under the Debenture or another person nominated by you and approved by us (such approval not to be unreasonably withheld or delayed) assume(s) the rights and obligations of the Company under the Agreement (but giving credit to you, such receiver or such other person for moneys already paid and obligations already performed by or on behalf of

the Company pursuant to the Agreement) and we agree and confirm that on being called upon to execute any such novation agreement we shall promptly execute the same,

- (d) we shall provide to you promptly on request any documents or other relevant information which you, such receiver or such other person may from time to time require in order to perform the obligations of the Company,
- (e) if you should serve on us a notice in writing stating that the Company is in breach of an obligation on its part under or in connection with the Debenture, we shall
 - (i) permit you to exercise all or any of the rights of the Company under the Agreement for so long as you shall require. Such notice in writing shall be binding and conclusive upon us, and/or
 - (ii) enter into a novation agreement (in form and substance acceptable to you) by which you, a receiver appointed by you under the Debenture or another person nominated by you and approved by us (such approval not to be unreasonably withheld or delayed) assume(s) the rights and obligations of the Company under the Agreement (but giving credit to you, such receiver or such other person for moneys already paid and obligations already performed by or on behalf of the Company pursuant to the Agreement) and we agree and confirm that on being called upon to execute any such novation agreement we shall promptly execute the same,
- (f) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over, or affecting, the Agreement or any other notice relating to the Agreement, and
- (g) this acknowledgement is freely assignable or transferable by you, by any subsequent assignee, transferee or successor in title in accordance with the terms of the Agreement (“**Subsequent Party**”) and by any receiver appointed by you or by any Subsequent Party pursuant to the Debenture

Yours faithfully

for and on behalf of
[Name of relevant counterparty to Specified Contract]

Schedule 9

Form of Notice of Charge – Accounts not with the Security Trustee

Part 1 - Form of Notice

To [Name of relevant bank or financial institution]

Address [] [Date]

Dear Sirs

AUSTER REAL ESTATE OPPORTUNITIES SàRL (the “Security Trustee”) and [insert name of relevant Chargor] (the “Company”) HEREBY GIVE NOTICE that by a charge contained in a mortgage debenture dated [•] and made between, inter alios, the Company and the Security Trustee (the “Debenture”) the Company charged to the Security Trustee by way of first fixed charge all of its present and future right, title and interest in and to all moneys from time to time deposited in or standing to the credit of any bank account with any bank or financial institution, including the following account(s) (each a “Relevant Account”) maintained with you

[Specify accounts account name, account number, details of branch etc]

Accordingly, the Company hereby irrevocably and unconditionally instructs and authorises you

- (a) to disclose to the Security Trustee, without any reference to or further authority from the Company and without any enquiry by you as to the justification for such disclosure, such information relating to any of the Relevant Accounts and the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts as the Security Trustee may at any time and from time to time request you to disclose to it,
- (b) to hold all moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts to the order of the Security Trustee and to pay or release all or any part of such moneys in accordance with the written instructions of the Security Trustee at any time and from time to time, and
- (c) to comply with the terms of any other written notice or instructions that you receive at any time and from time to time from the Security Trustee in any way relating to the Debenture, any of the Relevant Accounts or the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts without any reference to or further authority from the Company and without any enquiry by you as to the justification for or validity of such notice or instructions

The Security Trustee has agreed that the Company may withdraw any moneys from any of the Relevant Accounts without any reference to or further authority from the Security Trustee except to the extent that the Security Trustee gives you notice to the contrary. Upon and after the giving of such notice, the Company shall cease to be entitled to make any such withdrawal to the extent specified in the notice.

The Company confirms that

- (i) in the event of any conflict between communications received from it and from the Security Trustee, the communication from the Security Trustee shall prevail,
- (ii) none of the instructions, authorisations or confirmations in this Notice of Charge (the “Notice”) can be revoked or varied in any way except with the Security Trustee’s specific written consent, and

- (iii) any written notice or instructions given to you by the Security Trustee in accordance with this Notice shall be conclusive

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Trustee at [address] for the attention of [officer/department]

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

Yours faithfully,

for and on behalf of
[insert name of relevant Chargor]

for and on behalf of
AUSTER REAL ESTATE OPPORTUNITIES SàRL

Part 2 - Form of Acknowledgement

[on duplicate]

To AUSTER REAL ESTATE OPPORTUNITIES SàRL

Address []

Attention []

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Charge of which this is a copy Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment We agree to and confirm the following

- (a) we accept and will comply with the terms of the Notice,
- (b) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over or affecting any of the Relevant Accounts,
- (c) we have not claimed or exercised and will not claim or exercise (except with the Security Trustee's prior written consent) any security interest, right of set-off, consolidation or counterclaim or any other right against or in respect of any of the Relevant Accounts, except in respect of our usual administrative and transactional fees and charges in relation to the Relevant Account in question, and
- (d) we shall not permit the Company to make any withdrawal from any of the Relevant Accounts after receipt by us of a notice from the Security Trustee prohibiting such withdrawals to the extent specified in that notice

Yours faithfully

for and on behalf of
[name of relevant bank or financial institution]

EXECUTION PAGE

THE CHARGORS

EXECUTED AS A DEED by
SCEPTRE LEISURE PLC
on being signed by two Directors or a
Director and the Company Secretary
pursuant to a resolution of the Board

(Director/Company Secretary)

EXECUTED AS A DEED by
ORB HOLDINGS LIMITED
on being signed by two Directors or a
Director and the Company Secretary
pursuant to a resolution of the Board

(Director)

(Director/Company Secretary)

**EXECUTED AS A DEED by
SCEPTRE LEISURE SOLUTIONS
LIMITED**
on being signed by two Directors or a
Director and the Company Secretary
pursuant to a resolution of the Board

(Director)

(Director/Company Secretary)

**EXECUTED AS A DEED by
REGAL AMUSEMENT MACHINES
SALES LIMITED**
on being signed by two Directors or a
Director and the Company Secretary
pursuant to a resolution of the Board

(Director)

(Director/Company Secretary)

THE SECURITY TRUSTEE

EXECUTED AS A DEED by
AUSTER REAL ESTATE
OPPORTUNITIES SARL (AS
SECURITY TRUSTEE)
Acting by an authorised signatory


(Authorised Signatory)

Ian Kent
Manager

Address: 47 Avenue J.F. Kennedy, L-
1855 Luxembourg

Fax Number: +352 271100-99

For the Attention of: Ian Kent

In the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation: