



**Registration of a Charge**

Company name: **LEICESTER FOOTBALL CLUB PLC**

Company number: **03459344**



X9Y5US3U

Received for Electronic Filing: **12/02/2021**

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**Details of Charge**

Date of creation: **12/02/2021**

Charge code: **0345 9344 0009**

Persons entitled: **SEALYHAM INVESTMENTS LIMITED  
HERMCO PROPERTY LIMITED**

Brief description: **LAND. ANY FREEHOLD, LEASEHOLD OR IMMOVABLE PROPERTY AND ANY BUILDINGS, FIXTURES, FITTINGS, FIXED PLANT OR MACHINERY FROM TIME TO TIME SITUATED ON OR FORMING PART OF SUCH FREEHOLD OR LEASEHOLD PROPERTY. INTELLECTUAL PROPERTY. ALL THE COMPANY'S INTELLECTUAL PROPERTY OWNED NOW OR IN THE FUTURE.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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## Authentication of Instrument

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

Certified by: **TRAVERS SMITH LLP**



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

Company number: 3459344

Charge code: 0345 9344 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th February 2021 and created by LEICESTER FOOTBALL CLUB PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th February 2021 .

Given at Companies House, Cardiff on 15th February 2021

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



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**BETWEEN:-**

- (1) **LEICESTER FOOTBALL CLUB PLC** (company number: 03459344), registered office: The Club House, Aylestone Road, Leicester, Leicestershire LE2 7TR (the "**Chargor**"); and
- (2) **SEALYHAM INVESTMENTS LIMITED** (company number: 109947), registered office: Weighbridge House, Liberation Square, St Helier, Jersey, JE2 3NA and **HERMCO PROPERTY LIMITED** (company number: 44433), registered office: The Hermitage, Les Maindonnaux, St Martin, Guernsey, GY4 6AJ (each a "**Chargee**" and together, the "**Chargees**").

**WHEREAS:**

The Chargees will, in consideration *inter alia* of the Chargor entering into this Debenture, at the same time as this Debenture is entered into, subscribe for Notes issued by the Chargor pursuant to the Loan Note Instrument (each term as defined below).

**WITNESSES** as follows:-

**1. DEFINITIONS**

**1.1** In this Debenture, the following terms shall have the following meaning:

**Account** means any credit balance from time to time on any account opened or maintained by the Chargor with any financial institution (and any replacement account or subdivision or sub-account of that account) and all Related Rights.

**Act** means the Law of Property Act 1925.

**Charged Assets** means all the assets and undertaking of the Chargor which from time to time are the subject of the Security created or expressed to be created in favour of the Chargees by or pursuant to this Debenture and all proceeds of such Security.

**Charged Intellectual Property** means any and all Intellectual Property owned by the Chargor now or in the future.

**Deed of Priorities** means the deed of priorities dated on or about the date hereof, made between, amongst others, the Chargor (as the Company), each Chargee (as Subordinated Creditors), HSBC UK Bank PLC (as the Bank), Everards Brewery Limited (as the Lender) and The English Sports Council (as Programme Manager).

**Derivative Assets** means all assets derived from any of the Shares or Investments (as the case may be) including all allotments, accretions, offers, rights, dividends, interest, income, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the Shares or Investments and all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, exchange, purchase, substitution, option, interest or otherwise in respect thereof.

**Enforcement Event** means an Event of Default which is continuing.

**Event of Default** has the meaning given to that term in the Loan Note Instrument.

**Expenses** has the meaning given to that term in Clause 2.1.2.

**Insurance Policy** means any policy of insurance in which the Chargor may from time to time have an interest.

**Intellectual Property** means all patents, rights in inventions, trade marks, service marks, designs, business names, domain names, geographical indications, copyrights (including rights in computer software), registered designs, design rights, moral rights, database rights, rights in confidential information and know how, trade names, trade dress, formulas, trade secrets and other intellectual property rights and interests, whether registered or unregistered and including all applications for and the right to apply for the same, and any interests (including by way of licence or covenant not to sue) which may subsist anywhere in the world.

**Investments** means:

- (a) any stocks, shares, debentures, bonds, coupons, negotiable instruments, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe for or acquire any of the investments described in paragraphs (a) and (b) above,

in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

**Loan Note Instrument** means the instrument (dated on or about the date hereof) made by the Chargor pursuant to which up to £3,000,000 (in aggregate) 5 per cent. series A secured subordinated redeemable loan notes 2023 (the "**Notes**") have been (or will be) issued by the Chargor to the Chargees.

**Monetary Claims** means any book and other debts and monetary claims (other than Accounts) owing to the Chargor and any proceeds of such debts and claims (including, without limitation to the generality of the foregoing, any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor).

**Party** means a party to this Debenture.

**Real Property** means:

- (a) any freehold, leasehold or immovable property; and

- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights.

**Receiver** has the meaning given to that term in Clause 2.1.2.

**Related Rights** means, in relation to the Shares, the Investments, the Derivative Assets, and in relation to any asset (including the Shares and any Investment):

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

**Secured Obligations** has the meaning given to that term in Clause 2.1.

**Security** includes any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, title retention or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**Shares** means all of the shares in the capital of any limited liability company held by, to the order or on behalf of, the Chargor from time to time.

**Stock** means all stock in trade, work-in-progress and raw materials owned by the Chargor from time to time.

**Tangible Moveable Property** means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any forming part of the Stock) and all Related Rights.

## **2. THE SECURED OBLIGATIONS**

**2.1** The Chargor agrees to pay and discharge to the Chargees forthwith on demand:

- 2.1.1** all of its present and/or future, actual or contingent obligations and liabilities from time to time which the Chargor may have to the Chargees arising under the Loan Note Instrument and the Notes, whether payable immediately or at any time in the future and whether incurred solely or jointly and whether as principal or as surety or in some other capacity; and
- 2.1.2** (in each such case both before and after any judgment or demand) all costs and expenses (including value added tax) howsoever incurred by a Chargee or any receiver and/or manager or administrative receiver appointed under this Debenture ("**Receiver**") in relation to this Debenture in each case on a full indemnity basis ("**Expenses**") (which Expenses shall become due and payable

on the date they are paid or, if earlier, incurred) and any interest charged under the terms of this Debenture,

(together the "**Secured Obligations**"), provided that neither such covenant nor the security constituted by this Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by applicable law.

**2.2** If the Chargor fails to pay any sum owed hereunder on the due date for payment of that sum then the Chargor shall pay interest on such sum from the date of demand until the date of payment calculated on a daily basis at 2% cent per annum above the Bank of England base rate.

**2.3** A certificate by a Chargee as to the amount of the Secured Obligations and as to whether any part of the Secured Obligations has been duly discharged shall be conclusive evidence binding upon the Chargor.

### **3. DEED OF PRIORITIES**

**3.1** This Debenture is entered into subject to, and with the benefit of, the terms of the Deed of Priorities.

**3.2** Notwithstanding anything to the contrary in this Debenture, the terms of the Deed of Priorities will prevail if there is a conflict between the terms of this Debenture and the terms of the Deed of Priorities.

### **4. CHARGING CLAUSE**

#### **4.1 Fixed charges**

The Chargor hereby charges with full title guarantee in favour of the Chargees as security for the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to each of the following assets (subject in each case to obtaining any necessary consent to such fixed charge from any third party) in each case both present and future:

**4.1.1** the Real Property;

**4.1.2** the Tangible Moveable Property;

**4.1.3** the Accounts;

**4.1.4** the Charged Intellectual Property;

**4.1.5** any goodwill and rights in relation to the uncalled capital of the Chargor;

**4.1.6** the Investments, all Derivative Assets and all Related Rights;

**4.1.7** the Shares, all Derivative Assets in respect of the Shares and all Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and

**4.1.8** all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture and all Related Rights.

## **4.2 Floating charge**

**4.2.1** The Chargor hereby charges with full title guarantee in favour of the Chargees as security for the payment and discharge of the Secured Obligations by way of floating charge (i) the Stock and (ii) all other present and future assets and undertaking of the Chargor, other than any asset which is validly and effectively charged by way of fixed security created under this Debenture in favour of the Chargees as security for the Secured Obligations.

**4.2.2** The floating charge created by this Clause 4.2 shall be deferred in point of priority to all fixed security validly and effectively created by the Chargor in favour of the Chargees as security for the Secured Obligations.

**4.2.3** Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 4.2.

## **5. CHARGOR'S COVENANTS**

The Chargor covenants with each Chargee that it will at its own expense and at all times during the continuance of this security:-

**5.1 Value of the security :** not do or cause or permit to be done nor omit to do anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security constituted or intended to be constituted by this Debenture to any material extent; and

**5.2 Registrations :** make all such filings and registrations and take all such other steps as may be necessary in connection with the creation, perfection, maintenance or protection of the Security constituted or intended to be constituted by this Debenture and promptly pay (or indemnify the relevant Chargee in respect of) all application, registration, renewal and other fees costs or taxes necessary for effecting, protecting, maintaining or renewing registration of such Security in respect of any of the Charged Assets.

## **6. NEGATIVE PLEDGE**

Chargor covenants that it will not, without the prior written consent of the Chargees, create any mortgage or charge or any other security interest on or over the Charged Assets, other than the Bank's Security and the Lender's Security (as each such term is defined in the Deed of Priorities) and any security interest arising by operation of law or in the ordinary course of business.



## **7. PERFECTION OF SECURITY**

### **7.1 Further assurance**

**7.1.1** The Chargor shall from time to time, when requested by a Chargee and at the Chargor's cost, execute as the relevant Chargee may direct, such further notices, assignments, transfers, mortgages, charges, securities or other documents or instruments over or in respect of the Charged Assets for the purpose of more effectively providing security for the payment and discharge of the Secured Obligations or of enabling the Chargee to vest all or any of the Charged Assets in the Chargee or his nominee(s) together with such notices and ancillary documents as that Chargee may require in connection therewith.

**7.1.2** The obligations of the Chargor under Clause 7.1.1 shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in this Debenture by virtue of section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994.

**7.1.3** The Chargees may at any time and from time to time in the exercise of their powers under this Debenture (at any time after the Security created or intended to be created by this Debenture has become enforceable), have all or any part of the Charged Assets registered in his name or in the name of or otherwise held by one or more nominees on their behalf.

**7.1.4** The Chargor shall, on the date of this Debenture or on, or promptly after, the date on which any Shares are issued or transferred to it after the date of this Debenture, deposit with the Chargees (or procure the deposit of):

- (a) all certificates or other documents of title to such Shares;
- (b) stock transfer forms in such form as the Chargees shall require with the name of the transferee, the consideration and the date kept blank but otherwise duly completed and executed by or on behalf of the Chargor in relation to such Shares; and
- (c) to the extent that any of the Shares are held by any nominee of the Chargor, a duly executed nominee undertaking relating to such Shares together with such instruments of transfer (with the name of the transferee, the consideration and the date left blank, but otherwise duly completed and executed) and other documents as the Chargees may from time to time require for perfecting its title to such Shares,

unless such documents are required to be deposited with either the Bank or the Lender (as each such term is defined in the Deed of Priorities)

**7.1.5** The Chargor shall, promptly upon the accrual, offer or issue of any Derivative Assets, notify the Chargees of that occurrence and procure the prompt delivery to the Chargees of:

- (a) all certificates or other documents of title representing such Derivative Assets; and
- (b) such stock transfer forms or other instruments of transfer with the name of the transferee, the consideration and the date left blank but otherwise duly completed and executed by or on behalf of the Chargor) in respect of such Derivative Assets as the Chargees may request,

unless such documents are required to be deposited with either the Bank or the Lender (as each such term is defined in the Deed of Priorities).

## **7.2 Conversion of floating charge**

**7.2.1** The Chargees may at any time by notice in writing to the Chargor convert the floating charge created by Clause 4.2 with immediate effect into a fixed charge as regards all or any part of the Charged Assets specified in the notice.

**7.2.2** Notwithstanding Clause 7.2.1 and without prejudice to any law which may have a similar effect, the floating charge created by Clause 4.2 shall, in any event, automatically convert into a fixed charge as regards all of the assets subject to the floating charge:

- (a) if the Chargor creates or attempts to create any mortgage, charge or other security interest over any of the Charged Assets;
- (b) if any person levies or attempts to levy distress, execution or other process against any of the Charged Assets;
- (c) if a resolution is passed or an order is made for the winding-up, dissolution, administration or reorganisation of the Chargor, an administrator is appointed to the Chargor, or any person (who is entitled to) gives notice of its intention to appoint an administrator to the Chargor or files such an notice with the court; or
- (d) upon the occurrence of any of the circumstances referred to in Clause 10.1 entitling the Chargees to appoint a Receiver.

## **8. ENFORCEMENT OF SECURITY**

### **8.1 Enforcement**

At any time on or after the occurrence of an Enforcement Event, or if the Chargor requests a Chargee to exercise any of its powers under this Debenture or any Security created hereunder, or if a petition or application is presented for the making of an administration

order in relation to the Chargor, or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of the Chargor or files such a notice with the court, the security created by or pursuant to this Debenture is immediately enforceable and a Chargee may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

**8.1.1** enforce all or any part of that security (at the times, in the manner and on the terms he thinks fit) and take possession of and hold or dispose of all or any part of the Charged Assets and that Chargee (or its nominee(s)) shall have an immediate and absolute power of sale or other disposition over the Charged Assets; and

**8.1.2** whether or not he has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Act (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers.

## **8.2 Right of appropriation**

To the extent that any of the Charged Assets constitutes "financial collateral" and this Debenture and the obligations of the Chargor hereunder 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 (SI 2003 No. 3226) (the "**Regulations**")) the Chargees shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (b) in the case of Investments and/or Shares, the market price of such Investments determined by the Chargees by reference to a public index or by such other process as the Chargees may select, including independent valuation. In each case, the parties agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

## **9. EXTENSION AND VARIATION OF THE ACT**

### **9.1 Extension of powers**

The power of sale or other disposal conferred on the Chargees, their nominee(s) and any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under Section 101 of the Act and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Debenture.

### **9.2 Restrictions**

The restrictions contained in Sections 93 and 103 of the Act shall not apply to this Debenture or to the exercise by a Chargee of his right to consolidate all or any of the

security created by or pursuant to this Debenture with any other security in existence at any time or to his power of sale, which powers may be exercised by a Chargee without notice to the Chargor on or at any time after the occurrence of an Enforcement Event.

### **9.3 Power of leasing**

The statutory powers of leasing may be exercised by a Chargee at any time on or after the occurrence of an Enforcement Event and that Chargee and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as he or it shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Act.

## **10. RECEIVER**

### **10.1 Appointment of Receiver**

Immediately upon or at any time after the occurrence of an Enforcement Event or if requested by the Chargor, a Chargee may by writing as a deed appoint any person (or persons) to be a Receiver (or Receivers) of the whole or any part or parts of the Charged Assets.

### **10.2 Joint Receivers**

Where two or more persons are appointed to be a Receiver, a Chargee may in the appointment declare whether any act required or authorised to be done by a Receiver is to be done by all or any one or more of them for the time being holding office and subject thereto, such persons may act jointly and/or severally.

### **10.3 Powers of Receivers**

Any Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding the liquidation or other incapacity of the Chargor) have and be entitled to exercise all the powers conferred from time to time on mortgagors, mortgagees in possession, administrative receivers (whether or not the Receiver is an administrative receiver) and absolute owners by law and/or statute (including the Act and the Insolvency Act 1986) and in addition power on behalf and at the cost of the Chargor (notwithstanding its liquidation) and whether in the name of the Chargor or otherwise to do or omit to do anything which the Chargor could do or omit to do in relation to the Charged Assets and any assets of the Chargor which when got in would be Charged Assets, or which the Receiver considers incidental or conducive to (a) any of the functions, powers, authorities or discretions conferred on or vested in him or (b) the exercise of any of the rights of the Chargor hereunder or under applicable law or (c) bringing into his hands any assets of the Chargor forming part of, or which when got in would be, Charged Assets.

### **10.4 Receiver as agent**

Any Receiver appointed under this Debenture shall so far as the law allows be deemed to be the agent of the Chargor for all purposes, and the Chargor shall be solely responsible

for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Chargees.

#### **10.5 Remuneration**

The remuneration of the Receiver shall be such sum or rate and payable in such manner as may be agreed between him and the Chargees without being limited to the maximum rate specified by the Act.

#### **10.6 Removal**

The Chargees may by way of deed remove any Receiver appointed by it and may at any time and from time to time apply to the court for removal of any administrative receiver appointed by it and may, whenever it may deem it expedient, appoint or, as the case may be, apply to the court for the appointment of another qualified person as a new Receiver in place of any Receiver whose appointment may for any reason have terminated.

#### **10.7 Application of proceeds**

Any Receiver shall (so far as the law allows) apply all moneys received by him in the following order:-

- 10.7.1** in the payment of any costs, charges and expenses of and incidental to the Receiver's appointment, the payment of his remuneration and the payment and discharge of any other costs, charges and expenses (including value added tax);
- 10.7.2** in or towards payment of any debts or claims which are by statute payable in preference to the Secured Obligations but only to the extent to which such debts or claims have such preference; and
- 10.7.3** in or towards payment and discharge of the balance of the Secured Obligations in such order and manner as the Chargees may in their absolute and unfettered discretion from time to time conclusively determine.

### **11. VARIATION AND EXTENSION OF STATUTORY POWERS**

#### **11.1 Mortgagee in possession**

No exercise (whether by a Chargee, a Receiver or another) of any one or more of the powers contained in this Debenture shall render a Chargee or any Receiver respectively liable as mortgagee in possession or for any loss upon realisation or for any neglect, default or omission in connection with the Charged Assets for which a mortgagee or mortgagee in possession might otherwise be liable.

#### **11.2 Protection for third parties**

No third party dealing with the Chargees or any Receiver or either of their agents shall be bound to enquire whether any power which the Chargees or any Receiver purports to

exercise has become exercisable or bound to enquire as to the propriety, purpose or regularity of the Chargees in such dealings.

### **11.3 Consideration**

The receipt of a Chargee, its nominees or the Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, a Chargee or any Receiver may do so for such consideration, in such manner and on such terms as she or he (as the case may be) thinks fit.

### **11.4 Delegation**

A Chargee and/or any Receiver may at any time delegate by power of attorney or otherwise to any person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by a Chargee or any Receiver under this Debenture in relation to the Charged Assets or any part thereof upon such terms (including power to sub-delegate) and subject to such regulations as a Chargee or any Receiver may think fit. Neither a Chargee nor any Receiver shall, save for their wilful default or gross negligence, be in any way liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

### **11.5 Suspense accounts**

A Chargee and/or any Receiver may place and keep any money received, recovered or realised pursuant to this Debenture to or at a separate suspense account (to the credit of either the Chargor or a Chargee as that Chargee shall think fit) without any obligation to apply the same or any part thereof in or towards the discharge of the Secured Obligations.

### **11.6 Chargees' power to remedy breaches**

If the Chargor shall fail to perform any of the covenants contained in this Debenture a Chargee may take such action as may in that Chargee's reasonable opinion be required to ensure that such covenants are complied with and/or such failure remedied. Any losses, costs, charges and Expenses incurred by that Chargee in taking such action shall be reimbursed by the Chargor on demand.

### **11.7 Effect of moratorium**

No Chargee shall be able to exercise his rights under Clause 7 or Clause 8.1 or 10.1 where the right arises as a result of any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

## **12. CONTINUING SECURITY**

### **12.1 Subsequent Charges**

**12.1.1** If a Chargee receives or is deemed to have received notice of any subsequent charge or other interest affecting any part of the Charged Assets or any

assignment or transfer of the Charged Assets which is prohibited by the terms of this Debenture or of any other matter which may cause the security created under this Debenture to cease to be a continuing security that Chargee may open a new account or accounts for the Chargor.

**12.1.2** If that Chargee does not open a new account pursuant to Clause 12.1.1 it shall nevertheless be treated as if it had done so at the time when it received or is deemed to have received such notice. From that time all payments made by or on behalf of the Chargor to the relevant Chargee shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount due from the Chargor to that Chargee at the time when that Chargee received the notice.

## **12.2 General**

The Security created or intended to be created by this Debenture shall be a continuing security for the Secured Obligations notwithstanding any intermediate payment, discharge, settlement of account or satisfaction of the whole or any part of the Secured Obligations or any other matter whatsoever and shall remain in full force and effect unless and until discharged by the Chargees. This Security is in addition to and shall not merge or otherwise prejudice or affect the Security created by any other Security now or at any time in the future held by the Chargees or any right or remedy of the Chargees in respect of the same. This Security shall not be in any way prejudiced or affected by the invalidity of any other Security or by the Chargees dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same or any rights which it may have or giving time for payment or indulgence or compounding with any other person liable.

## **13. POWER OF ATTORNEY**

### **13.1 Appointment**

The Chargor, by way of security, irrevocably appoints each Chargee and the persons deriving title under it and separately any Receiver jointly and severally to be its attorney to execute under its common or corporate seal (as the case may be) or as a deed or under hand and deliver and do all such assurances, acts and things which the Chargor may be required to execute and do under the covenants and provisions contained in this Debenture and generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Debenture or by statute on a Chargee or any such Receiver.

### **13.2 Ratification**

The Chargor covenants with each Chargee and separately with any Receiver that, on request, the Chargor will ratify and confirm all acts of each Chargee or such Receiver in the exercise or purported exercise of either of their powers, and acknowledges and agrees that the power of attorney contained in Clause 13.1 is given to secure the proprietary

interest of, and the performance of obligations owed to, the respective donees within the meaning of the Powers of Attorney Act 1971.

#### **14. NOTICES**

Any notice to be given under this Debenture shall be given in writing (which shall include fax transmissions) and (without prejudice to any other effective mode of service) shall be deemed to have been sufficiently served if sent:-

- 14.1** by prepaid first-class letter to each party at the address given above (or at such other address as each party may have previously notified in writing to the Chargees). Service by post shall be deemed to have been made on the day after posting and in proving such service it shall be sufficient to prove that the communication was properly addressed and posted; or
- 14.2** by email to the email address of the Chargees (being [fintan@scott.gg](mailto:fintan@scott.gg) (in respect of Sealyham Investments Limited) and [Peter.Tom@rise-rocks.com](mailto:Peter.Tom@rise-rocks.com) (in respect of Hermco Property Limited)) or the Chargor (being [fintan.kennedy@tigers.co.uk](mailto:fintan.kennedy@tigers.co.uk)) (or such other email address as may have been previously notified in writing to the other party). Service by email shall be deemed to have been made immediately on sending.

#### **15. INDEMNITY**

##### **15.1 General**

The Chargor agrees to indemnify each Chargee (and their nominees) and any Receiver on demand against all costs, expenses and liabilities now or hereafter incurred by any of them or by any other person for whom any of them may be answerable for anything done or omitted in the exercise or purported exercise of the powers contained in this Debenture or occasioned by any breach by the Chargor of any of its covenants or other obligations to the Chargees. The Chargor shall so indemnify each Chargee (and their nominees) and any such Receiver on demand together with interest at the rate specified in Clause 2.2 on the sum or sums incurred from the date on which the same were incurred until full discharge both before and after judgment or the liquidation of the Chargor.

##### **15.2 Taxes**

The Chargor agrees to indemnify each Chargee and any Receiver on demand against all present or future stamp or other taxes or duties and any penalties or interest with respect thereto which may be imposed by any competent authority in connection with the execution or enforcement of this Debenture or in consequence of any payment made pursuant hereto being impeached or declared void for any reason whatsoever.

#### **16. PAYMENT AND DISCHARGE**

##### **16.1 Payment without deduction**

All payments to be made to the Chargees under this Debenture shall be made free and clear of and (save as required by law) without deduction for or on account of any tax,



withholding, charges, set-off or counterclaim. All payments shall be made into such account or accounts as the relevant Chargee may from time to time specify for that purpose.

#### **16.2 Gross-up and Tax Receipts**

If the Chargor is required by law to make a deduction or withholding from any payment made under this Debenture then the sum payable by the Chargor in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, a Chargee receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or been required to be made.

#### **16.3 Reinstatement**

If a Chargee considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Chargor hereunder and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

#### **16.4 Releases**

The Chargees shall, at the request and cost of the Chargor following the irrevocable payment and discharge of the Secured Obligations in full and provided that this Security shall not have been enforced, being satisfied (acting reasonably) that such payment is not subject to avoidance or liable to be set aside, refunded or reduced, duly release the assets which are then subject to the Security created by or pursuant to this Debenture (and, in such circumstances, the Chargees shall execute all such documents and do all such acts and things as may reasonably be required to give effect to such release) from such Security.

### **17. CURRENCY**

Any amount received or recovered by a Chargee in respect of any sum expressed to be due to it from the Chargor under this Debenture in a currency other than the currency (the "**contractual currency**") in which such sum is so expressed to be due (whether as a result of, or of the enforcement of, any judgment or order of a court or tribunal of any jurisdiction, the winding-up of the Chargor or otherwise) shall only constitute a discharge to the Chargor to the extent of the amount of the contractual currency that the relevant Chargee is able to purchase with the amount of the currency so received or recovered on the date of receipt of recovery (or, if later, the first date on which such purchase is practicable). If the amount of the contractual currency so purchased is less than the amount of the contractual currency so expressed to be due the Chargor shall indemnify the relevant Chargee against any loss sustained by it as a result, including the cost of making any such purchase.

## 18. SET-OFF

The Chargor authorises each Chargee without prior notice to the Chargor to set off any amount or other obligation (contingent or otherwise) which a Chargee owes to the Chargor in or towards satisfaction of the Secured Obligations. No Chargee shall be obliged to exercise any of their rights under this Clause 18 which shall be without prejudice to and in addition to any rights of set-off, combination of accounts, consolidation or other rights to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise).

## 19. MISCELLANEOUS

- 19.1 All references in this Debenture to this "**Debenture**" shall, unless there is something in the subject or context which is inconsistent therewith, be read and construed as references to this Debenture as the same may from time to time be amended, extended, supplemented or novated and shall include any document which is supplemental to, or is expressed to be collateral with or is entered into pursuant to, or in accordance with, the terms of this Debenture.
- 19.2 References to the Charged Assets include references to any part or parts of such Charged Assets.
- 19.3 In construing this Debenture general words shall not be given a restrictive meaning by reason of the fact that they are introduced by the word "**other**" or (as the case may be) followed by particular examples intended to be embraced by the general words.
- 19.4 The headings in this Debenture are inserted for convenience only and shall not affect its construction and references to a Clause are references to a Clause in this Debenture and words importing the singular shall (where appropriate) include the plural and vice versa and words importing one gender shall (where appropriate) include any other gender.
- 19.5 Any reference in this Debenture to a "**Chargee**" shall, where the context admits, include its successors and assigns, whether immediate or derivative, in relation to his interests, rights, entitlements and obligations in and under this Debenture.
- 19.6 No failure or delay by a Chargee in exercising any right or remedy under this Debenture shall operate as a waiver of such right or remedy nor shall any single or partial exercise or waiver of any right or remedy preclude his further exercise or the exercise of any other right or remedy as though no waiver had been made and no relaxation or indulgence granted. The rights and remedies provided in this Debenture are cumulative and not exclusive of any rights or remedies provided by law.
- 19.7 None of the Chargees, their nominees or any Receiver shall be liable by reason of (a) taking any action permitted by this Debenture or (b) any neglect or default in connection with the Charged Assets or (c) taking possession or realising all or any part of the Charged Assets, except in the case of gross negligence or wilful default upon his part.

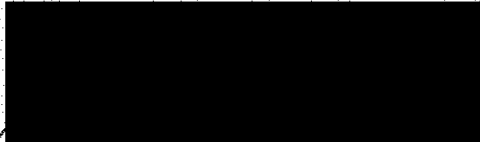
**19.8** If at any time any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdictions neither the legality, validity or enforceability of the remaining provisions nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

**20. GOVERNING LAW**

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

**IN WITNESS WHEREOF** this Deed was executed and delivered as a deed by the parties on the date first above written

EXECUTED as a DEED by  
LEICESTER FOOTBALL CLUB PLC  
acting by *FINTAN KENNEDY*



in the presence of:

Director

Witness' signature:



Witness' name: *DEBORAH KENNEDY*

Witness' address: *1 TIMARU FARM  
RUE D'OLIVE  
ST. MARY  
JERSEY  
JE3 3BJ*

EXECUTED as a DEED on behalf of  
SEALYHAM INVESTMENTS LIMITED, a  
company incorporated in Jersey, by  
Finian Kennedy being a person  
who, in accordance with the laws of  
Jersey, in acting under the authority of the  
company in the presence of:

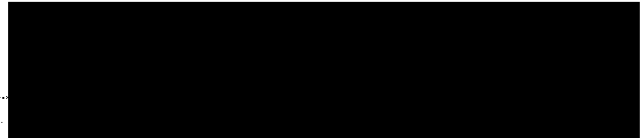
Director

Witness' signature:

Witness' name: DEBORAH KENNEDY

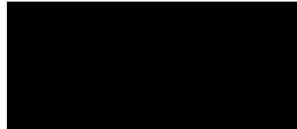
Witness' address: 1 TIMARU FARM  
RUE D'OLIVE  
ST. MARY  
JERSEY  
JE3 3BJ

EXECUTED as a DEED on behalf of  
HERMCO PROPERTY LIMITED, a company  
incorporated in Guernsey, by  
PETER W G TOM, being a person  
who, in accordance with the laws of  
Guernsey, in acting under the authority of  
the company in the presence of:



Director

Witness' signature:



Witness' name:

REBECCA L HILLEY

Witness' address:

SUMMERFIELD  
RUE DES GODDARDS  
CASTEL  
GUERNSEY  
GY5 7JB