



Registration of a Charge

Company Name: **FAT FACE HOLDINGS LIMITED**

Company Number: **03906241**



XB4F6SXS

Received for filing in Electronic Format on the: **20/05/2022**

Details of Charge

Date of creation: **19/05/2022**

Charge code: **0390 6241 0011**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description: **INTELLECTUAL PROPERTY REGISTERED IN THE NAME OF FAT FACE HOLDINGS LIMITED INCLUDING TRADE MARK BEARING UK APPLICATION NUMBER UK00001567254. FOR MORE DETAILS AND LISTINGS, PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

SHOOSMITHS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3906241

Charge code: 0390 6241 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th May 2022 and created by FAT FACE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th May 2022 .

Given at Companies House, Cardiff on 24th May 2022

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



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED

19 May

2022

(1) FATFACE GROUP BORROWINGS LIMITED AND OTHERS

and

(2) NATIONAL WESTMINSTER BANK PLC

DEBENTURE

SHOOSMITHS

Ref. RMM/BNC/M-01001129

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THIS DEED is dated the 19 day of May 2022

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 (*The Original Obligors*) (the "**Original Obligors**"); and
- (2) **NATIONAL WESTMINSTER BANK PLC** (the "**Lender**").

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Accession Deed" means a deed substantially in the form set out in Schedule 7 (*Form of Accession Deed*).

"Account Bank" means a person with whom an Obligor maintains an account.

"Additional Obligor" means a company which becomes an Additional Obligor in accordance with Clause 19 (*Changes to the Parties*).

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

"Designated Account" means:

- (a) the accounts (if any) specified in Schedule 2 (*Specified Assets*) or the schedule to any Supplemental Debenture or Accession Deed; and
- (b) any account from time to time substituted for or additional to any such account (including in each case such account as redesignated and/or renumbered from time to time).

"Designated Contract" means the contracts (if any) specified in Schedule 2 (*Specified Assets*) or the schedule to any Supplemental Debenture or Accession Deed.

"Disruption Event" means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with this Deed which disruption is not caused by, and is beyond the control of, any of the Parties; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:
 - (i) from performing its payment obligations under this Deed; or

- (ii) from communicating with other Parties in accordance with the terms of this Deed,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"Enforcement Event" has the meaning given to it in Clause 8.1 (*Enforcement Events*).

"Environment" means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including, without limitation, land under water).

"Environmental Claim" means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law.

"Environmental Law" means any applicable law or regulation which relates to:

- (a) the pollution or protection of the Environment;
- (b) the conditions of the workplace; or
- (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste.

"Environmental Permits" means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any Obligor conducted on or from the properties owned or used by any Obligors.

"Group" means each Obligor and each of their respective Subsidiaries for the time being.

"Headlease" means a lease under which any Obligor holds title to all or any part of a Mortgaged Property.

"Insurance" means any contract of insurance required under Clause 6.4 (*Insurances*).

"Insurance Rights" has the meaning given to it in Clause 2.8 (*Insurances*).

"Intellectual Property Rights" means:

- (a) all present and future patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, in each case whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets.

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of this Deed and made between, among others, the Lender as senior lender, Fulham Midco

Limited as subordinated creditor, the Parent and the subsidiaries of the Parent as intra-group lenders and debtors.

"Investments" means:

- (a) the shares (if any) specified in Schedule 2 (*Specified Assets*) or the schedule to any Supplemental Debenture or Accession Deed; and
- (b) all other shares, stocks, debentures, bonds or other securities or investments owned by any Obligor or held by any nominee or trustee on its behalf.

"Legal Reservations" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Act 1980 and the Foreign Limitation Periods Act 1984, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) the limitation of the enforcement of the terms of leases of real property by laws of general application to those leases; and
- (d) similar principles, rights and defences under the laws of any Relevant Jurisdiction.

"LPA 1925" means the Law of Property Act 1925.

"Material Adverse Effect" means a material adverse effect on:

- (a) the business, operations, property or financial condition of the Group taken as a whole; or
- (b) the ability of the Obligors (taken as a whole) to perform their payment obligations under this Deed and/or any financial covenants applicable to the Obligors and the Lender; or
- (c) subject to the Legal Reservations and Perfection Requirements, the validity or enforceability of, or the effectiveness or ranking of any Security granted or purported to be granted pursuant to this Deed or the rights or remedies of the Lender under this Deed.

"Material Leasehold Property" means all leasehold property beneficially owned by an Obligor which is not rack-rent and has a capital value in excess of £500,000.

"Mortgaged Property" means all freehold or Material Leasehold Property included in the definition of Security Asset.

"Obligor" means an Original Obligor or an Additional Obligor unless it has ceased to be an Obligor in accordance with Clause 19 (*Changes to the Parties*).

"Obligors' Agent" means FatFace Group Borrowings Limited, a company incorporated in England and Wales (registered number 08873788) whose registered office is at Unit 3 Ridgway, Havant, Hampshire, PO9 1QJ.

"Other Intellectual Property" means:

- (a) the Intellectual Property Rights specified under the **heading of "Other Intellectual Property" in Schedule 2 (Specified Assets)** or the schedule to any Supplemental Debenture or Accession Deed; and
- (b) the benefit of all applications and rights to use such assets.

"Parent" means Fulham Parent Limited, a company incorporated in England and Wales (registered number 12741472) whose registered office is at Unit 1-3 Ridgway, Havant, England, PO9 1QJ.

"Party" means a party to this Deed.

"Perfection Requirements" means the making of any registrations, filings, notices, actions and any other steps required in order to perfect the Security created by this Deed.

"Receiver" means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.

"Relevant Date" means:

- (a) in relation to an Original Obligor, the date of this Deed; and
- (b) in relation to an Additional Obligor, the date of the Accession Deed to which that Additional Obligor is a party.

"Relevant Jurisdiction" means, in relation to an Obligor:

- (a) the jurisdiction under whose laws it is incorporated at the Relevant Date;
- (b) any jurisdiction where any asset subject to or intended to be subject to the Security created by this Deed is situated;
- (c) any jurisdiction where it conducts its business; and
- (d) the jurisdiction whose laws govern the perfection of this Deed.

"UK Intellectual Property" means:

- (c) the Intellectual Property Rights **specified under the heading of "UK Intellectual Property" in Schedule 2 (Specified Assets)** or the schedule to any Supplemental Debenture or Accession Deed; and
- (d) the benefit of all applications and rights to use such assets.

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of an Obligor to any Secured Party.

"Secured Party" means the Lender or a Receiver.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Asset" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject any Security created by this Deed.

"Security Period" means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Lender has no further commitment, obligation or liability to any Obligors.

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 or a subsidiary within the meaning of section 1159 of the Companies Act 2006.

"Supplemental Debenture" means a document substantially in the form set out in Schedule 6 (*Form of Supplemental Debenture*).

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

1.2 Construction

1.2.1 Unless a contrary indication appears, a reference in this Deed to:

- a) any person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Deed;
- b) **"assets"** includes present and future properties, revenues and rights of every description;
- c) **"costs"** includes all costs, fees, charges and expenses of any nature and includes any Tax charged on any of them;
- d) this **"Deed"**, or any other agreement or instrument is a reference to this Deed or that other agreement or instrument as amended, novated, supplemented, extended or restated;
- e) **any "rights"** in respect of an asset includes:
 - i all amounts and proceeds paid or payable;
 - ii all rights to make any demand or claim; and
 - iii all powers, remedies, causes of action, security, guarantees and indemnities,in each case in respect of or derived from that asset;
- f) **any "share", "stock", "debenture", "bond" or "other security" or "investment"** includes:
 - i any dividend, interest or other distribution paid or payable;
 - ii any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,in each case in respect of that share, stock, debenture, bond or other security or investment;

- g) **"disposal" includes a sale, transfer, assignment, grant, lease, licence,** declaration of trust or other disposal, whether voluntary or involuntary, and **"dispose"** will be construed accordingly;
- h) **"guarantee"** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- i) **"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;
- j) **a "person" includes any individual, firm, company, corporation, government,** state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- k) **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
- l) 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 Words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.5 The words **"including"** shall not be construed as limiting the generality of the words preceding it.
- 1.6 **An Enforcement Event is "continuing" if it has not been** remedied to the satisfaction of the Lender or waived.
- 1.7 Any covenant of an Obligor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- 1.8 The terms of any other agreement or instrument between the Parties are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.9 If the Lender considers that an amount paid to a Secured Party in connection with this Deed is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.10 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.
- 1.11 It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.12 Third party rights

- 1.12.1 Unless expressly provided to the contrary in this Deed, a person who is not a Party has **no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act")** to enforce or to enjoy the benefit of any term of this Deed.
- 1.12.2 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- 1.12.3 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Clause 1.12.2 above and the provisions of the Third Parties Act.

2 CREATION OF SECURITY

2.1 General

- 2.1.1 Each Obligor must pay or discharge the Secured Liabilities as and when the same are due.
- 2.1.2 All the security created under this Deed:
- a) is created in favour of the Lender;
 - b) is created over present and future assets of the Obligors;
 - c) is security for the payment of all the Secured Liabilities; and
 - d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 Real property

- 2.2.1 Each Obligor charges:
- a) by way of a first legal mortgage all estates or interests in any freehold or Material Leasehold Property now owned by them; this includes the real property (if any) specified in Schedule 2 (*Specified Assets*) or the schedule to any Supplemental Debenture or Accession Deed; and
 - b) (to the extent that they are not the subject of a mortgage under paragraph a) above) by way of a first fixed charge all estates or interests in any freehold or Material Leasehold Property now or subsequently owned by them.
- 2.2.2 A reference in this Clause 2 to a mortgage or charge of any freehold or Material Leasehold Property includes:
- a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - b) the benefit of any covenants for title given or entered into by any predecessor in title of any Obligor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

Each Obligor charges by way of a first fixed charge its interest in all its Investments.

2.4 **Plant and machinery**

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (*Real property*), each Obligor charges:

- 2.4.1 by way of a first fixed charge, all plant and machinery (if any) specified in Schedule 1 (*Specified Assets*) or the schedule to any Supplemental Debenture or Accession Deed and its interest in any such plant and machinery; and
- 2.4.2 (to the extent that they are not the subject of a fixed charge under paragraph 2.4.1 above) by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

2.5 **Credit balances**

- 2.5.1 Each Obligor charges by way of a first fixed charge all of its rights in respect of any Designated Account, any amount standing to the credit of any Designated Account and the debt represented by it.
- 2.5.2 Each Obligor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in Clause 2.5.1 above, any amount standing to the credit of any such account and the debt represented by it.

2.6 **Intellectual Property Rights**

- 2.6.1 Each Obligor charges by way of a first fixed charge all of its UK Intellectual Property.
- 2.6.2 Each Obligor charges by way of a first fixed charge all of its Other Intellectual Property.
- 2.6.3 Each Obligor charges by way of a first fixed charge all of its Intellectual Property Rights other than the Intellectual Property Rights referred to in Clause 2.6.1 or Clause 2.6.2 above.

2.7 **Book debts etc.**

Each Obligor charges by way of a first fixed charge:

- 2.7.1 all of its book and other debts;
- 2.7.2 all other moneys due and owing to it; and
- 2.7.3 the benefit of all rights in relation to any item under Clauses 2.7.1 to 2.7.2 above.

2.8 **Insurances**

- 2.8.1 Each Obligor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the **"Insurance Rights"**).
- 2.8.2 To the extent that they have not been effectively assigned under Clause 2.8.1 above, each Obligor charges by way of a first fixed charge all of its Insurance Rights.

2.9 **Other contracts**

- 2.9.1 Each Obligor:

- a) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - i under each Designated Contract; and
 - ii under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
- b) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.

2.9.2 To the extent that they have not been effectively assigned under Clause 2.9.1a) above, each Obligor charges by way of a first fixed charge all of its rights listed under Clause 2.9.1a) above.

2.10 **Other assets**

Each Obligor charges by way of first fixed charge:

- 2.10.1 its goodwill;
- 2.10.2 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- 2.10.3 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in Clause 2.10.2 above;
- 2.10.4 its uncalled capital; and
- 2.10.5 the benefit of all rights in relation to any item under paragraphs 2.10.1 to 2.10.4 above.

2.11 **Floating charge**

- 2.11.1 Each Obligor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.
- 2.11.2 Except as provided below, the Lender may by notice to an Obligor convert the floating charge created by this Clause 2.11 (*Floating charge*) into a fixed charge as regards any of the Obligor's assets specified in that notice if:
 - a) an Enforcement Event is continuing;
 - b) the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
 - c) the Lender considers that it is desirable in order to protect the priority of the Security created by this Deed.
- 2.11.3 Subject to paragraph 2.11.4 below, the floating charge created by this Clause 2.11 (*Floating charge*) may not be converted into a fixed charge solely by reason of:
 - a) the obtaining of a moratorium; or

b) anything done with a view to obtaining a moratorium,

under Part A1 of the Insolvency Act 1986.

2.11.4 Paragraph 2.11.3 above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

2.11.5 The floating charge created by this Clause 2.11 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Obligors' assets (including those subsequently acquired by the Obligors) if:

- a) an administrator is appointed or the Lender receives notice of an intention to appoint an administrator;
- b) any steps are taken for any of the Security Assets to become subject to any Security in favour of any other person;
- c) any person levies or attempts to levy any distress, execution or other process or exercises any enforcement power against any of the Security Assets; or
- d) a resolution is passed or an order is made for the winding-up, dissolution or re-organisation of or any steps are taken for the appointment of an administrator in respect of any Obligor.

2.11.6 The floating charge created by this Clause 2.11 (*Floating charge*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2.12 Leases restricting charging

2.12.1 There shall be excluded from the mortgage or charge created by Clause 2.2 (*Real Property*) and from the operation of Clause 16 (*Further Assurances*) any Mortgaged Property held by an Obligor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) that Obligor from creating any charge over **its leasehold interest in that property (each an "Excluded Property") until the relevant condition or waiver has been satisfied or obtained.**

2.12.2 For each Excluded Property, each relevant Obligor undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the Relevant Date and to use reasonable endeavours to obtain that consent or waiver as soon as possible and to keep the Lender informed of the progress of its negotiations.

2.12.3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Lender under Clause 2.2 (*Real Property*). If required by the Lender in accordance with Clause 4.1.1b), at any time following receipt of that waiver or consent the relevant Obligor shall execute and deliver to the Lender a Supplemental Debenture or Accession Deed creating a legal mortgage over that property in favour of the Lender.

3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTION

3.1 Security

Except for the Security created by this Deed or otherwise permitted by the Lender and any lien arising by operation of law and in the ordinary course of trading, no Obligor shall create or permit to subsist any Security on any Security Asset.

3.2 Disposals

- 3.2.1 No Obligor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.
- 3.2.2 Clause 3.2.1 does not apply to any disposal made in the ordinary course of trading of any asset subject to the floating charge created under this Deed or otherwise permitted by the Lender.

4 PERFECTION OF SECURITY

4.1 Real Property

4.1.1 Acquisitions

If any Obligor acquires any freehold or Material Leasehold Property in England and Wales after the date of this Deed it must:

- a) promptly (and in any event within 3 Business Days) notify the Lender;
- b) subject to Clause 2.12 (*Leases restricting charging*), immediately on request by the Lender and at the cost of that Obligor, execute and deliver to the Lender a Supplemental Debenture or Accession Deed creating a legal mortgage over that property in favour of the Lender; and
- c)
 - i if the title to that freehold or Material Leasehold Property is registered at HM Land Registry or required to be so registered, give HM Land Registry written notice of the Security created by this Deed and any Supplemental Debenture or Accession Deed; and
 - ii if applicable, ensure that the Security created by this Deed and any Supplemental Debenture or Accession Deed is correctly noted against that title in the title register at HM Land Registry.

4.1.2 Land Registry

- a) Each Obligor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at HM Land Registry:

"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 [●] referred to in the charges register or their conveyancer. (Standard Form P)".

- b) Each Obligor consents to an application being made to the Chief Land Registrar to enter a note on the Register of Title relating to any Mortgaged Property registered at HM Land Registry that there is an obligation to make further advances on the security of this Deed.

4.1.3 Deposit of title deeds

Each Obligor must immediately on the Relevant Date (or, if later, the date of its acquisition of the corresponding Security Asset):

- a) deposit with the Lender all deeds and documents necessary to show good and marketable title to any Mortgaged Property (**the "Title Documents"**);
- b) procure that the Title Documents are held at the applicable Land Registry to the order of the Lender; or
- c) procure that the Title Documents are held to the order of the Lender by a firm of solicitors approved by the Lender for that purpose.

4.2 Investments

4.2.1 Each Obligor must promptly following the Relevant Date (and in any event within 3 Business Days):

- a) deposit with the Lender, or as the Lender may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and
- b) execute and deliver to the Lender all share transfers and other documents which may be requested by the Lender in order to enable the Lender or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

4.2.2 The Lender is entitled to hold all certificates and other documents of title or evidence of ownership in relation to the Investments throughout the Security Period.

4.2.3 Promptly upon the accrual, offer or issue to any Obligor of any Investments in the form of stocks, shares, warrants or other securities, that Obligor must procure the delivery to the Lender of:

- a) all certificates and other documents of title or evidence of ownership in relation to such Investments; and
- b) all share transfers and other documents which may be requested by the Lender in order to enable the Lender or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

4.3 Credit balances

Each Obligor must:

4.3.1 promptly following the Relevant Date serve a notice of charge, substantially in the form of Part 1 of Schedule 3 (*Forms of Letter for Account Bank*), on each Account Bank at which a Designated Account is held and use reasonable endeavours to procure acknowledgement of the notice from the Account Bank substantially in the form of Part 2 of Schedule 3 (*Forms of Letter for Account Bank*) and deliver such acknowledgement to the Lender; and

4.3.2 promptly upon the opening of any Designated Account, and within 3 Business Days of **the Lender's request in relation to any other account**, serve a notice of charge, substantially in the form of Part 1 of Schedule 3 (*Forms of Letter for Account Bank*), on the Account Bank at which the account is held and use reasonable endeavours to ensure that the Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 3 (*Forms of Letter for Account Bank*).

4.4 Intellectual Property Rights

4.4.1 Each Obligor must:

- a) within 10 Business Days of the Relevant Date, apply for the particulars of this Deed and the interest of the Lender in any UK Intellectual Property to be recorded in any registers relating to that UK Intellectual Property and to promptly respond to any queries raised by the relevant registry and to use all reasonable endeavours to ensure that such interest is recorded in the register as soon as reasonably practicable and to provide the Lender with evidence of the same;
- b) within 5 Business Days of the date on which any Obligor becomes the registered holder of any Intellectual Property Right acquired or created after the date of this Deed which is (or will be) registered on the Register of Trade Marks in the United Kingdom, apply for the particulars of this Deed and the interest of the Lender in such Intellectual Property Right to be recorded in the relevant registers relating to such Intellectual Property Right and to promptly respond to any queries raised by the relevant registry and to use all reasonable endeavours to ensure that such interest is recorded in the register as soon as reasonably practicable and to provide the Lender with evidence of the same; and
- c) subject to Clause 4.4.2, promptly on request by the Lender, apply for the particulars of this Deed and the interest of the Lender in the Other Intellectual Property to be recorded in any registers relating to any Other Intellectual Property and to promptly respond to any queries raised by the relevant registry and to use all reasonable endeavours to ensure that such interest is recorded in the register as soon as reasonably practicable and to provide the Lender with evidence of the same,

unless the Lender (or any solicitor, agent, attorney or other person acting on behalf of the Lender) informs the Obligor in writing that such application shall be made by the Lender or by a person acting on behalf of the Lender.

- 4.4.2 **The Lender's interest in any Other Intellectual Property will not be registered to the extent it would result in costs that, in the opinion of the Lender, are disproportionate to the benefit obtained by the Lender from the registration.** For the avoidance of doubt, "cost" includes, but is not limited to, registration taxes payable, stamp duties, out-of-pocket expenses, and other fees and expenses directly incurred by the relevant Obligor.

- 4.4.3 Each Obligor as registered proprietor appoints the Lender as its agent to apply for the particulars of this Deed and the interest of the Lender in any Intellectual Property Rights and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of the Obligor, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994. Each Obligor agrees to execute all documents and forms reasonably required to enable such particulars to be entered on the Register of Trade Marks.

4.5 Insurances

4.5.1 Notice

Each Obligor must:

- a) promptly following the Relevant Date or upon effecting any Insurance (and in any event within 3 Business Days of each), serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Insurers*), on each counterparty to an Insurance; and
- b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Letter for Insurers*).

4.5.2 **Deposit of contracts and policies**

On the request of the Lender, each Obligor must immediately deposit with the Lender all contracts and policies of insurance which it is entitled to possess in relation to the Insurance Rights.

4.6 **Other contracts**

Each Obligor must, at the request of the Lender:

- 4.6.1 immediately serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 5 (*Forms of Letter for Other Contracts*), on each counterparty to a contract listed in Clause 2.9 (*Other contracts*); and
- 4.6.2 use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (*Forms of Letter for Other Contracts*).

5 **REPRESENTATIONS**

5.1 **General**

Each Obligor makes the representations and warranties set out in this Clause 5 to the Lender on:

- 5.1.1 the Relevant Date;
- 5.1.2 on the last day of each calendar quarter during the Security Period;
- 5.1.3 each date on which an Obligor requests a loan under any agreement with the Lender; and
- 5.1.4 each date on which the Lender provides a loan to an Obligor,

by reference to the facts and circumstances then existing.

5.2 **Status**

- 5.2.1 It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- 5.2.2 It has the power to own its assets and carry on its business as it is being conducted.

5.3 **Binding obligations**

Subject to the Legal Reservations and, in the case of paragraph 5.3.2 below, the Perfection Requirements:

- 5.3.1 the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations; and
- 5.3.2 this Deed creates the Security which it purports to create and that Security is valid and effective.

5.4 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Deed, and the granting of the Security created by this Deed, do not and will not conflict with:

- 5.4.1 any law or regulation applicable to it;
- 5.4.2 its constitutional documents; or
- 5.4.3 any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument to the extent that it has or is reasonably likely to have a Material Adverse Effect.

5.5 Power and authority

- 5.5.1 It has the power to enter into, perform and deliver and has taken all necessary action to authorise its entry into, performance and delivery of this Deed and the transactions contemplated by this Deed.
- 5.5.2 No limit on its powers will be exceeded as a result of the grant of Security created or expressed to be created in favour of the Lender by this Deed.

5.6 Validity and admissibility in evidence

Subject to the Perfection Requirements, all Authorisations required:

- 5.6.1 to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed; and
 - 5.6.2 to make this Deed admissible in evidence in its Relevant Jurisdictions,
- have been obtained or effected and are in full force and effect.

5.7 Governing law and enforcement

- 5.7.1 Subject to the Legal Reservations, the choice of governing law of this Deed will be recognised and enforced in its Relevant Jurisdictions.
- 5.7.2 Subject to the Legal Reservations, any judgment obtained in relation to this Deed in England and Wales will be recognised and enforced in its Relevant Jurisdictions.

5.8 Legal and beneficial ownership

It is the sole legal and beneficial owner of the Security Assets free from Security (other than those created by or pursuant to this Deed or otherwise permitted by the Lender).

5.9 Investments

- 5.9.1 The Investments are fully paid and not subject to any option to purchase or similar rights.

- 5.9.2 There are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of any issuer of an Investment (including any option or right of pre-emption or conversion).
- 5.9.3 The constitutional documents of the issuers of the Investments do not and could not restrict or inhibit any transfer of the Investments on creation or enforcement of the Security created or expressed to be created by this Deed.
- 5.9.4 It has complied with all notices received by it pursuant to Part 21A of the Companies Act 2006 in relation to the Investments.
- 5.9.5 **No “warning notice” or “restrictions notice” (in each case as defined in Schedule 1B of the Companies Act 2006)** has been issued in respect of the Investments.
- 5.9.6 No nominations have been made in respect of any Investments.

6 GENERAL UNDERTAKINGS

The undertakings in this Clause 6 remain in force throughout the Security Period.

6.1 Information

Each Obligor must promptly supply to the Lender such information as the Lender may reasonably require about the Security Assets and each Obligor's **compliance with the terms of** this Deed.

6.2 Authorisations

Each Obligor must promptly:

6.2.1 obtain, comply with and do all that is necessary to maintain in full force and effect; and

6.2.2 on request, supply certified copies to the Lender of:

any Authorisation required under any law or regulation of a Relevant Jurisdiction to:

- a) enable it to perform its obligations under this Deed; and
- b) ensure the legality, validity, enforceability or admissibility in evidence of this Deed.

6.3 Compliance with laws

Each Obligor must comply in all respects with all laws to which it may be subject, if failure to do so has or is reasonably likely to have a Material Adverse Effect.

6.4 Insurances

6.4.1 Each Obligor must ensure that at all times Insurances are maintained in full force and effect which insure it in respect of its interests in the Security Assets with such insurance companies or underwriters and to such extent and for such risks as is usual for prudent companies carrying on the same or substantially similar business.

6.4.2 Each Obligor must promptly notify the Lender of:

- a) any termination, avoidance or cancellation of any of the Insurances made or, to its knowledge, threatened or pending;
- b) any material claim, and any actual or threatened refusal of any material claim, under any of the Insurances; and
- c) any event or circumstance which has led or may lead to a breach by an Obligor of any term of this Clause 6.4.

6.4.3 Each Obligor must:

- a) comply with the terms of the Insurances; and
- b) not do or permit anything to be done which may make void or voidable any of the Insurances.

6.4.4 Each Obligor must ensure that:

- a) each premium for the Insurances is paid within the period permitted for payment of that premium; and
- b) all other things necessary are done so as to keep each of the Insurances in force.

6.4.5

- a) Except as provided below, the proceeds of any Insurances must, if the Lender so requires, be paid into a Designated Account specified by the Lender. Any such moneys standing to the credit of a Designated Account may be applied by the Lender in payment of any amount due but unpaid to a Secured Party under this Deed.
- b) Moneys received under liability policies held by an Obligor which are required by the Obligor to satisfy established liabilities of the Obligor to third parties must be used to satisfy those liabilities.

6.5 **Environmental matters**

6.5.1 Each Obligor must:

- a) comply and ensure that any relevant third party complies with all Environmental Law;
- b) obtain, maintain and ensure compliance with all requisite Environmental Permits applicable to it or to a Mortgaged Property; and
- c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law applicable to it or a Mortgaged Property,

where failure to do so has or is reasonably likely to have a Material Adverse Effect or result in any liability for the Lender.

6.5.2 Each Obligor must, promptly upon becoming aware, notify the Lender of:

- a) any Environmental Claim started, or to its knowledge, threatened in relation to it or a Security Asset;

- b) any circumstances reasonably likely to result in an Environmental Claim in relation to it or a Security Asset; or
- c) any suspension, revocation or notification of any of its Environmental Permits or those relating to a Security Asset,

where the claim, if determined against that Obligor, has or is reasonably likely to have a Material Adverse Effect or result in any liability for the Lender.

6.5.3 Each Obligor must indemnify the Lender against any loss or liability which:

- a) the Lender incurs as a result of any actual or alleged breach of any Environmental Law by any person; and
- b) would not have arisen if this Deed had not been entered into,

unless it is caused by the Lender's gross negligence or wilful misconduct.

6.6 **Investments**

6.6.1 **Calls**

- a) Each Obligor must pay all calls or other payments due and payable in respect of any of its Investments.
- b) If an Obligor fails to do so, the Lender may pay the calls or other payments in respect of any of its Investments on behalf of the Obligor. Each Obligor must immediately on request reimburse the Lender for any payment made by the Lender under this Clause 6.6.1 (*Calls*).

6.6.2 **Other obligations in respect of Investments**

- a) Each Obligor must promptly send a copy to the Lender of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Lender may elect to provide such information as it may have on behalf of the Obligor.
- b) Each Obligor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- c) The Lender is not obliged to:
 - i perform any obligation of any Obligor;
 - ii make any payment;
 - iii make any enquiry as to the nature or sufficiency of any payment received by it or any Obligor; or
 - iv present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,
 in respect of any of its Investments.

- d) No Obligor shall at any time during the Security Period exercise any right to nominate any person other than a Secured Party to enjoy or exercise any right relating to the Investments.
- e) At the request of the Lender, each Obligor must procure all consents, waivers and approvals which are necessary, under the articles of association of an issuer of any Investment or otherwise, for the transfer of the Investments to the Lender or its nominee or to a transferee upon the enforcement of this Deed and to procure the amendment of the share transfer provisions of the articles of association of any issuer of any Investment in such manner as the Lender may require in order to permit such a transfer.
- f) No Obligor shall without the prior written consent of the Lender take or approve any action to amend, vary, novate, supplement, supersede, waive or terminate the articles of association of an issuer of any Investment in a way which could be reasonably expected to materially and adversely to affect the interests of the Lender.
- g) Except as permitted by the Lender, no Obligor shall take nor allow the taking of any action on its behalf which may result in the rights attaching to, or conferred by, all or any of the Investments being altered nor cause or permit any of the Investments to be consolidated, sub-divided, converted, re-organised, exchanged or repaid nor allow any further shares in the issuer of any Investment to be issued.
- h) Each Obligor must, within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 in relation to the Investments and promptly provide the Lender with a copy of that notice.

6.6.3 Voting rights

- a) Before any Security created by this Deed becomes enforceable:
 - i the voting rights, powers and other rights in respect of its Investments will be exercised:
 - (A) by the Obligor provided that it must not do so in a manner which is prejudicial to the interests of the Lender under this Deed; or
 - (B) if exercisable by the Lender, in any manner which the Obligor may direct the Lender in writing; and
 - ii all dividends, distributions or other income paid or payable in relation to any of its Investments may be received and retained by the Obligor. If any dividends, distributions or other income paid on or derived from the Investments are paid or payable to the Lender or its nominees, the Lender or its nominees (as the case may be) must hold such dividends, distributions and other income for the Obligor and pay them to the Obligor promptly on request.
- b) The Lender will not, by following any directions of an Obligor under Clause a)i(B) above, be construed to consent to any exercise or failure to exercise which is prejudicial to the interests of the Lender under this Deed.

- c) Each Obligor must indemnify the Lender against any loss or liability incurred by the Lender as a consequence of the Lender acting in respect of any of its Investments as permitted by this Deed on the direction of an Obligor.
- d) After any Security created by this Deed has become enforceable:
 - i the voting rights, powers and other rights in respect of its Investments:
 - (A) may be exercised by the Lender (in the name of the Obligor and without any further consent or authority on the part of the Obligor); and
 - (B) if exercisable by the Obligor, must be exercised in any manner which the Lender may direct the Obligor and the Obligor must procure that its nominees (if any) comply with any such directions from the Lender; and
 - ii the Obligor must hold all dividends, distributions or other income paid or payable in relation to any of its Investments on trust for the Lender and pay the same immediately upon receipt to the Lender or as it may direct.

6.7 **Plant and Machinery**

Each Obligor must:

- 6.7.1 promptly on request by the Lender (and in any event within 3 Business Days), affix to any plant and machinery subject to this Deed a durable notice of this Deed in such form and location as the Lender may require. Each Obligor shall not, and must not permit any person to, conceal, obscure, alter or remove any such notice;
- 6.7.2 not make any material alterations or additions to any plant and machinery on each Mortgaged Property which are reasonably likely to depreciate, jeopardise or prejudice their value or marketability; and
- 6.7.3 not except with the prior written consent of the Lender remove any plant and machinery from the Mortgaged Property except for the purpose of maintenance pursuant to the terms of this Deed;

6.8 **Credit balances, book debts and receipts**

- 6.8.1 Each Obligor must get in and realise its book and other debts and other moneys due and owing to it in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into a Designated Account if required in accordance with paragraph 6.8.2 below) on trust for the Lender.
- 6.8.2 Each Obligor must, except to the extent that the Lender otherwise agrees, immediately pay all the proceeds of the getting in and realisation into a Designated Account. Any such moneys standing to the credit of a Designated Account may be applied by the Lender in payment of any amount due but unpaid to a Secured Party under this Deed.
- 6.8.3 Each Obligor must ensure that no Designated Account goes into overdraft.
- 6.8.4 After any Security created by this Deed has become enforceable, no Obligor shall, except to the extent that the Lender otherwise agrees, withdraw or transfer all or any

part of any amount standing to the credit of any Designated Account or close, re-number or re-designate the Designated Account until the expiry of the Security Period.

- 6.8.5 Each Obligor must promptly pay all charges which may become due in respect of the Designated Accounts. If an Obligor fails to make any such payment the Lender may make that payment on behalf of the Obligor and any sums so paid by the Lender must be reimbursed by the Obligor on demand.
- 6.8.6 After any Security created by this Deed has become enforceable, each Obligor must, if called to do so by the Lender, execute a legal assignment of its book debts in such terms as the Lender may require and give notice of that assignment to the debtors from whom the book debts are due, owing or incurred.

6.9 Intellectual property rights

6.9.1 Each Obligor must:

- a) preserve and maintain the subsistence and validity of the Intellectual Property Rights necessary for its business;
- b) use reasonable endeavours to prevent any infringement in any material respect of its Intellectual Property Rights;
- c) make registrations and pay all registration fees and taxes necessary to maintain its Intellectual Property Rights in full force and effect and record its interest in those Intellectual Property Rights;
- d) not use or permit its Intellectual Property Rights to be used in a way or take any step or omit to take any step in respect of its Intellectual Property Rights which may materially and adversely affect the existence or value of the Intellectual Property Rights or imperil its right to use such property;
- e) not discontinue the use of its Intellectual Property Rights;
- f) not transfer ownership of any Intellectual Property Rights to any member of the Group (other than an Obligor) or terminate any licences under which any Intellectual Property Rights are licenced to an Obligor; and
- g) procure that any Intellectual Property Rights developed or acquired by any member of the Group after the date of this Deed is owned by an Obligor and subject to Security created by this Deed,

where failure to do so, in the case of paragraphs a) and b) above, or, in the case of paragraphs c) and e) above, such use, permission to use, omission or discontinuation, is reasonably likely to have a Material Adverse Effect.

- 6.9.2 Each Obligor must maintain a comprehensive, detailed and up-to-date centralised record of all its Intellectual Property Rights (including details of agents engaged in relation to registrations of it) and, when reasonably requested by the Lender, promptly provide to the Lender a copy of such record and/or a summary of all its Intellectual Property Rights created or acquired since the Relevant Date or the date of last notification.

6.10 Designated Contracts

Each Obligor must:

- 6.10.1 duly perform its obligations under each Designated Contract, notify the Lender of any material default by it or any other party under any Designated Contract and not take any action which would reduce or impede recoveries in respect of any Designated Contract;
- 6.10.2 not, without the prior written consent of the Lender, amend or waive any term of, terminate or release any other party from its obligations under any Designated Contract;
- 6.10.3 diligently pursue its rights under each Designated Contract (unless the Lender agrees otherwise in writing); and
- 6.10.4 provide to the Lender, as soon as practicable upon receipt, copies of all material notices which it may from time to time receive from any other party to any Designated Contract.

6.11 **Goodwill**

No Obligor shall grant any franchise, licence or other authority to any person to use its company name, trade name or business name or any other business asset in a manner which will materially and adversely affect the value of its goodwill.

6.12 **Uncalled capital**

Each Obligor must:

- 6.12.1 not call up, or receive in advance of its due date, any uncalled capital;
- 6.12.2 after any Security created by this Deed has become enforceable, promptly apply any paid capital towards the repayment, in full or in part, of the Secured Liabilities.

6.13 **Preservation of assets**

No Obligor shall do, cause or permit to be done or omit to do anything which in any way materially depreciates, jeopardises or otherwise materially prejudices the value or marketability of any of the Security Assets.

6.14 **Ranking of security**

Each Obligor must ensure that at all times any unsecured and unsubordinated claims of the Secured Parties against it under this Deed rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

6.15 **Access**

If an Enforcement Event is continuing, each Obligor must permit the Lender and/or its delegates (not more than once in every financial year unless the Lender reasonably suspects an Enforcement Event is continuing or may occur) access at all reasonable times and on reasonable notice at the risk and cost of the Obligors to the premises (including, without limitation, any Mortgaged Property), assets, books, accounts and records of each Obligor.

6.16 **Centre of main interests and establishments**

No Obligor shall, without the prior written consent of the Lender, change its centre of main interest (as that expression is used in Article 3(1) of the EU Regulation) to somewhere other

than England and Wales, nor will it have any establishment (as that term is used in Article 2(10) of the EU Regulation) in any other jurisdiction.

7 PROPERTY UNDERTAKINGS

The undertakings in this Clause 7 remain in force throughout the Security Period.

7.1 Title

- 7.1.1 Each Obligor must exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Mortgaged Property.
- 7.1.2 No Obligor shall agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Mortgaged Property.
- 7.1.3 Each Obligor must promptly take all such steps as may be necessary or desirable to enable the Security created by this Deed to be registered, where appropriate, at the applicable Land Registry.

7.2 Occupational Leases

No Obligor shall without the consent of the Lender:

- 7.2.1 grant, or enter into any agreement to grant, any lease or licence or other right of occupation or right to receive rent for all or part of a Mortgaged Property (an **"Occupational Lease"**);
- 7.2.2 agree to any amendment, supplement, extension, waiver, surrender or release in respect of any Occupational Lease;
- 7.2.3 exercise any right to break, determine or extend any Occupational Lease;
- 7.2.4 commence any forfeiture or irritancy proceedings in respect of any Occupational Lease; or
- 7.2.5 grant any licence or right to use or occupy any part of a Mortgaged Property.

7.3 Headleases

7.3.1 Each Obligor must:

- a) exercise its rights and comply with its obligations under any Headlease;
- b) use its reasonable endeavours to ensure that each landlord complies with its obligations under any Headlease; and
- c) if so required by the Lender, apply for relief against forfeiture of any Headlease, in a proper and timely manner.

7.3.2 No Obligor shall:

- a) agree to any material amendment, supplement, waiver, surrender or release of any Headlease;

- b) exercise any right to break, determine or extend any Headlease;
- c) agree to any rent review in respect of any Headlease; or
- d) do or allow to be done any act as a result of which any Headlease may become liable to forfeiture or otherwise be terminated.

7.4 **Maintenance**

Each Obligor must ensure that all buildings, plant, machinery, fixtures and fittings on each Mortgaged Property are in, and maintained in:

- a) good and substantial repair and condition and, as appropriate, in good working order; and
- b) such repair, condition and, as appropriate, good working order as to enable them to be let in accordance with all applicable laws and regulations.

7.5 **Development**

- a) No Obligor shall:
 - i make or allow to be made any application for planning permission in respect of any part of any Mortgaged Property; or
 - ii carry out, or allow to be carried out, any demolition, construction, structural alterations or additions, development or other similar operations in respect of any part of any Mortgaged Property.
- b) Paragraph a) above shall not apply to:
 - i the maintenance of the buildings, plant, machinery, fixtures and fittings in accordance with the terms of this Deed; or
 - ii the carrying out of non-structural improvements or alterations which affect only the interior of any building on any Mortgaged Property.
- c) Each Obligor must comply in all respects with all planning laws, permissions, agreements and conditions to which any Mortgaged Property may be subject.

8 **WHEN SECURITY BECOMES ENFORCEABLE**

8.1 **Enforcement Events**

The Security created by this Deed will become immediately enforceable if any of the events and circumstances set out in this Clause 8.1 (**each being an "Enforcement Event"**) occurs and is continuing.

8.1.1 **Non-payment**

Any of the Secured Liabilities are not paid on their due date at the place at, and in the currency in which they are, expressed to be payable unless:

- a) its failure to pay is caused by:
 - i administrative or technical error; or

- ii a Disruption Event; and
- b) payment is made within 2 Business Days of its due date.

8.1.2 Other obligations

Any Obligor does not comply with any provision of this Deed or any other agreement between an Obligor and the Lender (taking into account any applicable grace periods).

8.1.3 Misrepresentation

Any representation or statement made or deemed to be made by any Obligor in this Deed or any other agreement between any Obligor and the Lender is or proves to have been incorrect or misleading when made or deemed to be made (taking into account any applicable grace periods).

8.1.4 Insolvency

- a) Any Obligor:
 - i is unable or admits inability to pay its debts as they fall due;
 - ii is deemed to, or is declared to, be unable to pay its debts under applicable law;
 - iii suspends or threatens to suspend making payments on any of its debts or,
 - iv by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Lender in its capacity as such) with a view to rescheduling any of its indebtedness.
- b) The value of the assets of the Obligors as a Group is less than its liabilities (taking into account contingent and prospective liabilities).
- c) A moratorium is declared in respect of any indebtedness of an Obligor. If a moratorium occurs, the ending of the moratorium will not remedy any Enforcement Event caused by that moratorium.

8.1.5 Insolvency proceedings

- a) Any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - i the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of an Obligor;
 - ii a composition, compromise, assignment or arrangement with any creditor of an Obligor;
 - iii the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Obligor or any of their assets; or

iv enforcement of any Security over any assets of an Obligor,

or any analogous procedure or step is taken in any jurisdiction.

- b) Paragraph a) shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement.

8.1.6 Creditors' process

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of an Obligor having an aggregate value exceeding £250,000 (or its equivalent) and is not discharged within 14 days.

8.1.7 Cessation of business

Any Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business except as a result of any disposal allowed under this Deed or otherwise permitted by the Lender.

8.1.8 Unlawfulness and invalidity

- a) It is or becomes unlawful for any Obligor to perform any of its obligations under this Deed or (subject to the Legal Reservations) any Security created by this Deed ceases to be effective.
- b) Any obligation or obligations of any Obligor under this Deed are not (subject to the Legal Reservations) or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lender under this Deed.
- c) Subject to the Legal Reservations, this Deed ceases to be in full force and effect or any Security created by this Deed ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than the Lender) to be ineffective.

8.1.9 Repudiation and rescission of agreements

Any Obligor (or any other relevant party) rescinds or purports to rescind or repudiates or purports to repudiate this Deed or any Security created by this Deed or evidences an intention to rescind or repudiate this Deed or any Security created by this Deed.

8.1.10 Compulsory purchase

- a) Any part of any Mortgaged Property is compulsorily purchased or the applicable local authority makes an order for the compulsory purchase of all or any part of any Mortgaged Property; and
- b) taking into account the amount and timing of any compensation payable, the compulsory purchase has or will have a Material Adverse Effect.

8.1.11 Major damage

- a) Any part of any Mortgaged Property is destroyed or damaged; and

- b) taking into account the amount and timing of receipt of the proceeds of insurance effected in accordance with the terms of this Deed, the destruction or damage has or will have a Material Adverse Effect.

8.1.12 Headlease

Forfeiture or irritancy proceedings with respect to a Headlease are commenced or a Headlease is forfeited or irritated.

8.1.13 Material adverse change

Any event or circumstance occurs which has or is reasonably likely to have a Material Adverse Effect.

8.2 Discretion

After any Security created by this Deed has become enforceable, the Lender may enforce all or any part of any Security created by this Deed in any manner it sees fit.

8.3 Statutory powers

The power of sale and other powers conferred by section 101 of the LPA 1925, as amended by this Deed, will be immediately exercisable at any time after any Security created by this Deed has become enforceable.

8.4 Investigations

Following the occurrence of an Enforcement Event which is continuing, the Lender may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of any Obligor which it considers necessary to ascertain the financial position of the Obligor. All fees and expenses incurred by the Lender in connection with such investigations shall be payable by the Obligor and the Obligor consents to the provision by the Lender of all information in relation to the Obligor which the Lender provides to any person in relation to the preparation of any such report.

8.5 Power to remedy

If at any time an Obligor does not comply with any of its obligations under this Deed, the Lender may (but shall not be obliged to) rectify such default and the Obligor irrevocably authorises the Lender, its employees and agents, at the Obligor's expense, to do all such things as are necessary or desirable to rectify such default.

9 ENFORCEMENT OF SECURITY

9.1 General

9.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

9.1.2 Section 103 of the LPA 1925 (restricting the power of sale) and section 93 of the LPA 1925 (restricting the right of consolidation) do not apply to any Security created by this Deed.

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

leases and grant options as the Lender may think fit and without the need to comply with any provision of section 99 or section 100 of the LPA 1925.

9.2 No liability as mortgagee in possession

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

9.3 Privileges

The Lender and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers duly appointed under the LPA 1925, except that section 103 of the LPA 1925 does not apply.

9.4 Protection of third parties

No person (including a purchaser) dealing with the Lender or a Receiver or its or his/her agents will be concerned to enquire:

- 9.4.1 whether the Secured Liabilities have become payable;
- 9.4.2 whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- 9.4.3 whether any money remains due to the Lender; or
- 9.4.4 how any money paid to the Lender or to that Receiver is to be applied.

9.5 Redemption of prior mortgages

9.5.1 At any time after any Security created by this Deed has become enforceable, the Lender may:

- a) redeem any prior Security against any Security Asset; and/or
- b) procure the transfer of that Security to itself; and/or
- c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on an Obligor.

9.5.2 Each Obligor must pay to the Lender, immediately on demand, the costs and expenses incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest.

9.6 Contingencies

If any Security created by this Deed is enforced at a time when no amount is due to the Lender (or the proceeds of any recoveries exceed the amount then due to the Lender) at a time when amounts may or will become due, the Lender (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it for application in and towards discharge of the Secured Liabilities.

9.7 Financial collateral

9.7.1 To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of an Obligor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Lender will have the right after any Security created by this Deed has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

9.7.2 Where any financial collateral is appropriated:

- a) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
- b) in any other case, its value will be such amount as the Lender reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and the Lender will give credit for the proportion of the value of the financial collateral appropriated to its use.

10 RECEIVER

10.1 Appointment of Receiver

10.1.1 Except as provided below, the Lender may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:

- a) any Security created by this Deed has become enforceable; or
- b) an Obligor so requests to the Lender at any time.

10.1.2 Any appointment under paragraph 10.1.1 above may be by deed, under seal or in writing under its hand.

10.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA 1925) does not apply to this Deed.

10.1.4 The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

10.1.5 The Lender may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Lender is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

10.1.6 The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise.

10.2 Removal

The Lender may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

10.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the LPA 1925 will not apply.

10.4 Agent of an Obligor

10.4.1 A Receiver will be deemed to be the agent of the Obligors for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the LPA 1925. The Obligors themselves are responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

10.4.2 No Secured Party will incur any liability (either to an Obligor or to any other person) by reason of the appointment of a Receiver or for any other reason.

10.5 Relationship with Lender

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

11 POWERS OF RECEIVER

11.1 General

11.1.1 A Receiver has all of the rights, powers and discretions set out below in this Clause 11 in addition to those conferred on it by any law. This includes:

- a) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
- b) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925 and the Insolvency Act 1986.

11.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

11.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

11.3 Carry on business

A Receiver may carry on any business of any Obligor in any manner he/she thinks fit.

11.4 Employees

11.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.

11.4.2 A Receiver may discharge any person appointed by any Obligor.

11.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to any Security created by this Deed or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

11.6 Sale of assets

11.6.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

11.6.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

11.6.3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of any Obligor.

11.7 Leases

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

11.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Obligor or relating in any way to any Security Asset.

11.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

11.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

11.11 Subsidiaries

A Receiver may form a Subsidiary of any Obligor and transfer to that Subsidiary any Security Asset.

11.12 Delegation

A Receiver may delegate his/her powers in accordance with this Deed.

11.13 Lending

A Receiver may lend money or advance credit to any person.

11.14 Protection of assets

A Receiver may:

11.14.1 effect any repair or insurance and do any other act which any Obligor might do in the ordinary conduct of its business to protect or improve any Security Asset;

11.14.2 commence and/or complete any building operation; and

11.14.3 apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

11.15 Exercise of rights

A Receiver may exercise all powers, rights and/or obligations under any contract or agreement forming part of the Security Assets, including, without limitation, all voting and other rights attaching to the Investments.

11.16 Other powers

A Receiver may:

11.16.1 do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;

11.16.2 exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and

11.16.3 use the name of any Obligor for any of the above purposes.

12 APPLICATION OF PROCEEDS

12.1 Order of application

Subject to Clause 12.4 (*Appropriations*) and the Intercreditor Agreement, all amounts from time to time received or recovered by the Lender or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of any Security created by this Deed will be held by the Lender on trust to apply them at any time as the Lender (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this Clause 12 and the Intercreditor Agreement), in the following order of priority:

12.1.1 in discharging any sums owing to any Receiver or any of its delegates;

12.1.2 in discharging all costs and expenses incurred by the Lender in connection with any realisation or enforcement of any Security created by this Deed taken in accordance with the terms of this Deed;

12.1.3 in discharging the Secured Liabilities in such order as the Lender may determine;

12.1.4 if any Obligor is not under any further actual or contingent liability under any agreement with the Lender, in payment or distribution to any person to whom the Lender is obliged to pay or distribute in priority to any Obligor; and

12.1.5 the balance, if any, in payment or distribution to the relevant Obligor.

12.2 This Clause 12 is subject to the payment of any claims having priority over any Security created by this Deed and it does not prejudice the right of any Secured Party to recover any shortfall from any Obligor.

12.3 **Actual receipts**

Only money actually paid by the Receiver to the Lender shall be capable of being applied in or towards the satisfaction of the Secured Liabilities and no Obligor shall have no rights in respect of the application by the Lender of any sums received, recovered or realised by the Lender under this Deed.

12.4 **Appropriations**

Until all amounts which may be or become payable by the Obligors to the Lender have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may without affecting the liability of any Obligors under this Deed:

12.4.1 refrain from applying or enforcing any other monies, Security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts; or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Obligor shall be entitled to the benefit of the same; and

12.4.2 hold in a suspense account any moneys received from any Obligor or on account of any Obligor's **liability under or in connection with this Deed.**

12.5 **Currency**

12.5.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities the Lender may convert any moneys received or recovered by it from one currency to another, at a market rate of exchange.

12.5.2 The obligations of the Obligors to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

13 **INTEREST**

13.1 If an Obligor fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount (and be compounded with it) from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to Clause 13.2 below, is 1 per cent. per annum higher than the rate which would have been payable if the overdue amount had not become due.

13.2 Any interest accruing under this Clause 13 shall:

13.2.1 accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days; and

13.2.2 be immediately payable by the Obligors on demand by the Lender.

14 EXPENSES AND INDEMNITIES

14.1 Transaction expenses

Each Obligor must promptly on demand pay the Lender the amount of all costs and expenses (including legal fees) reasonably incurred by any Secured Party in connection with the negotiation, preparation, printing, execution and perfection of this Deed and any other documents referred to in this Deed.

14.2 Enforcement and preservation costs

Each Obligor must, within three Business Days of demand, pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with the enforcement of, or the preservation of any rights under, this Deed or any Security created by this Deed and with any proceedings instituted by or against that Secured Party as a consequence of it entering into this Deed, taking or holding the Security created by this Deed, or enforcing those rights.

14.3 Currency indemnity

If any sum due from an Obligor under this Deed (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

14.3.1 making or filing a claim or proof against the Obligor; or

14.3.2 obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Obligor must as an independent obligation, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

14.4 Stamp taxes indemnity

Each Obligor must pay and, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in connection with this Deed.

14.5 Other costs and expenses

Each Obligor must:

14.5.1 immediately on demand pay to each Secured Party the amount of all other costs and expenses (including legal fees) reasonably incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and

14.5.2 keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

15 DELEGATION

15.1 Power of attorney

The Lender or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

15.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Lender or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

15.3 Liability

Neither the Lender nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

16 FURTHER ASSURANCES

16.1 Each Obligor must promptly, at its own expense, take whatever action the Lender or a Receiver may reasonably require for:

16.1.1 creating, perfecting or protecting any security over any Security Asset; or

16.1.2 following the occurrence of an Enforcement Event, facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Lender or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

16.2 The action that may be required under paragraph 16.1 above includes:

16.2.1 the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset (including without limitation a Supplemental Debenture or Accession Deed), whether to the Lender or to its nominees; or

16.2.2 the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Lender may consider necessary or desirable.

17 POWER OF ATTORNEY

Each Obligor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Obligor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of any Obligor under or pursuant to this Deed or generally for enabling the Lender or any Receiver to exercise the respective powers conferred on them under this Deed or by law provided that the Lender or Receiver will only exercise that right (a) following an Enforcement Event which is continuing or (b) at any time after the date falling 5 Business Days following a request from the Lender or Receiver to an Obligor to do or cause to be done such acts and things. Each Obligor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 17.

18 PRESERVATION OF SECURITY

18.1 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, the liability of each Obligor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

18.2 Continuing Security

The Security created by this Deed is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

18.3 Tacking

The Lender must perform its obligations to each Obligor (including any obligation to make available further advances).

18.4 Additional security

18.4.1 This Deed is in addition to and is not in any way prejudiced by any other Security now or subsequently held by the Lender.

18.4.2 No prior Security held by the Lender (in its capacity as such or otherwise) over any Security Asset will merge into the Security created or expressed to be created in favour of the Lender pursuant to this Deed.

18.5 Waiver of defences

The obligations of each Obligor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or the Lender). This includes (without limitation):

18.5.1 any time or waiver granted to, or composition with, any person;

18.5.2 the release of any person under the terms of any composition or arrangement with any creditor;

18.5.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or Security over assets of, any person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;

18.5.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;

18.5.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any document or Security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any document or Security;

18.5.6 any unenforceability, illegality or invalidity of any obligation of any person under any document or Security; or

18.5.7 any insolvency or similar proceedings.

18.6 **Obligor intent**

Without prejudice to the generality of Clause 18.5 (*Waiver of defences*), each Obligor expressly confirms that it intends that the Security created or expressed to be created in favour of the Lender pursuant to this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any document creating a Secured Liability and/or any facility or amount made available under such document.

18.7 **Immediate recourse**

Each Obligor waives any rights it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from an Obligor under this Deed. This waiver applies irrespective of any law or any provision of any document to the contrary.

18.8 **Deferral of rights**

Until the Secured Liabilities and all other amounts which may be or become payable by the Obligors under or in connection with this Deed have been irrevocably paid in full and unless the Lender otherwise directs, no Obligor shall exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising, under this Deed:

18.8.1 to be indemnified by an Obligor;

18.8.2 to claim any contribution from any other guarantor of the Secured Liabilities;

18.8.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under this Deed or of any other guarantee or security taken pursuant to, or in connection with, the Secured Liabilities by the Lender;

18.8.4 to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under this Deed or otherwise in relation to the Secured Liabilities;

18.8.5 to exercise any right of set-off against any Obligor; and/or

18.8.6 to claim or prove as a creditor of any Obligor in competition with the Lender.

If an Obligor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable the Secured Liabilities and all other amounts which may be or become payable to the Lender by the Obligors under or in connection with this Deed to be repaid in full on trust for the Lender and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with this Deed.

18.9 **New accounts**

18.9.1 If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with an Obligor.

18.9.2 If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.

18.9.3 As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

19 CHANGES TO THE PARTIES

19.1 Assignment and transfers by the Lender

19.1.1 The Lender may assign any of its rights or transfer by novation any of its rights and obligations under this Deed.

19.1.2 The Lender shall be entitled to disclose such information concerning any Obligor and this Deed as the Lender considers appropriate to any actual or proposed direct or indirect successor and to any person to whom information may be required to be disclosed by any applicable law or regulation.

19.2 Assignment and transfers by an Obligor

No Obligor shall assign any of its rights or transfer any of its rights or obligations under this Deed.

19.3 Additional Obligors

19.3.1 **The Obligors' Agent may request that any of its Subsidiaries become an Additional Obligor. That Subsidiary shall become an Additional Obligor if the Obligors' Agent and the proposed Additional Obligor deliver to the Lender a duly completed and executed Accession Deed.**

19.3.2 With effect from the date of the Accession Deed, the Additional Obligor shall assume the same obligations and become entitled to the same rights as if it had been a party to this Deed as an Original Obligor.

20 MISCELLANEOUS

20.1 No deductions and tax gross-up

20.1.1 All payments to be made by an Obligor under this Deed shall be made in freely available funds and in sterling and shall be calculated and be made without (and free and clear of any deduction for) set-off, counterclaim or deduction on account of Tax.

20.1.2 If a Tax deduction is required by law to be made by an Obligor, the amount of the payment due from the Obligor shall be increased to an amount which (after making any Tax deduction) leaves an amount equal to the payment which would have been due if no Tax deduction had been required.

20.2 Perpetuity period

The perpetuity period under the rule against perpetuities, if applicable to this Deed, shall be the period of 125 years from the date of this Deed.

20.3 No liability

20.3.1 None of the Lender, its delegate(s) nominee(s) or any Receiver or its delegate(s) shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Security Assets or (c) taking possession of or realising all or any part of the Security Assets, except in the case of gross negligence or wilful default upon its part.

20.3.2 The Lender will not be required in any manner to perform or fulfil any obligation any Obligor, make any payment, make any enquiry as to the nature or sufficiency of any payment received by it or present or file any claim or take any action to collect or enforce the payment of any amount.

20.3.3 The Lender shall not be liable to any Obligor or to any other person by reason of the appointment of a Receiver or delegate or for any other reason.

20.3.4 Neither the Lender nor the Receiver or any of their respective delegates will be in any way liable or responsible to any Obligor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

20.4 Certificates

Any certification or determination by the Lender of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

20.5 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other agreement with an Obligor or otherwise, if any time deposit matures on any account an Obligor has with any Secured Party within the Security Period when:

20.5.1 any Security created by this Deed has become enforceable; and

20.5.2 no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

21 RELEASE

At the end of the Security Period, the Lender must, at the request and cost of the Obligors, take whatever action is necessary to release the Security Assets from any Security created by this Deed.

22 SET-OFF

The Lender may set-off any matured obligation due from any Obligor under this Deed against any matured obligation owed by the Lender to any Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

23 NOTICES

23.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, by letter.

23.2 Addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party 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 the Obligors:

Address: 1-3 Ridgway, Havant, Hampshire, PO9 1QJ

Attention: The Directors; and

23.2.2 in the case of the Lender:

Address: National Westminster Bank Plc, Solent Corporate Office, Hampshire Corporate Park, Chandlers Ford, Hampshire, SO53 3RY

Attention: Jon Ramsbottom,

or any substitute address, department or officer as one Party may notify to the other Party by **not less than five Business Days' notice.**

23.3 Delivery

23.3.1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective 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 the relevant person 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.

23.3.2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for **the attention of the department or officer identified with the Lender's details provided** under Clause 23.2 (*Addresses*) (or any substitute department or officer as the Lender shall specify for this purpose).

23.3.3 Any communication or document which becomes effective in accordance with Clauses 23.3.1 and 23.3.2 above, after 5:00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

23.4 English language

Any notice given under or in connection with this Deed must be in English.

24 PARTIAL INVALIDITY

24.1 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 nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

24.2 If any part of the Security created or expressed to be created in favour of the Lender pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of Security created or expressed to be created in favour of the Lender pursuant to this Deed.

25 AMENDMENTS

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each Party (or its authorised representative).

26 REMEDIES AND WAIVERS

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

27 COUNTERPARTS

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

28 GOVERNING LAW

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

29 JURISDICTION

- 29.1 The courts of England have exclusive jurisdiction to decide any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Deed) (a "**Dispute**").
- 29.2 The Parties agree that the courts of England are the most appropriate and convenient courts to decide Disputes and accordingly no Party will argue to the contrary.
- 29.3 Notwithstanding paragraphs 29.1 and 29.2 above, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been signed on behalf of the Lender and **EXECUTED AS A DEED** by each Obligor and is delivered by them on the date specified at the beginning of this Deed.

**SCHEDULE 1
THE ORIGINAL OBLIGORS**

Company name	Registered number
FatFace Group Borrowings Limited	08873788
Fulham Parent Limited	12741472
Fat Face Holdings Limited	03906241
Fat Face Limited	02954734

**SCHEDULE 2
SPECIFIED ASSETS**

REAL PROPERTY

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INVESTMENTS

Description	Issuer
270508633 ordinary shares of £1 each	FatFace Group Borrowings Limited
39308 ordinary shares of £0.10 each	Fat Face Holdings Limited
350000 ordinary A shares of £0.10 each	Fat Face Holdings Limited
17500 ordinary B shares of £0.10 each	Fat Face Holdings Limited
461925 Founder shares of £0.10 each	Fat Face Holdings Limited
300000 ordinary shares of £1 each	Fat Face Limited

PLANT AND MACHINERY



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ACCOUNTS

Account number	Sort code	Account name	Bank
		Fat Face Limited - PayPal	NatWest Bank
		Fat Face Limited - Receivables	NatWest Bank
		Fat Face Limited - Payables	NatWest Bank
		Fat Face Limited - Ecomm	NatWest Bank
		Fat Face Limited - EUR	NatWest Bank
		Fat Face Limited - EUR Ecomm	NatWest Bank
		Fat Face Limited - USD	NatWest Bank


		FAT FACE LTD (Payables)	Lloyds
		FAT FACE LTD (Ecommerce)	Lloyds
		FAT FACE LTD (PayPal)	Lloyds
		FAT FACE LTD (Receivables)	Lloyds
		FAT FACE LTD	Lloyds
		FAT FACE LTD	Lloyds

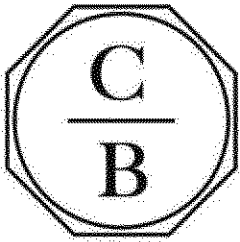
UK INTELLECTUAL PROPERTY

Origin	Status	Number	Application Date	Nice Class.	Brand	Image
UK	Active	UK00001567254	30.03.94	25	Fat Face Clothing	 <p>Fat Face Clothing</p>
UK	Active	UK00002229529	14.04.00	25	[No Verbal Elements]	



UK	Active	UK00002229530	14.04.00	25	[No Verbal Elements]	
UK	Active	UK00002448877	08.03.07	12, 22, 28	FAT FACE	
UK	Active	UK00002448879	08.03.07	12, 22, 28	[No Verbal Elements]	
UK	Active	UK00002448880	08.03.07	12, 22, 28	LIFE IS OUT THERE	
UK	Active	UK00002455267	11.05.07	29, 30	FAT FACE	
UK	Active	UK00002457975	09.06.07	16, 32	FAT FACE	
UK	Active	UK00901764760	19.07.00	9, 18, 25	FAT FACE	
UK	Active	UK00901781301	19.07.00	9, 18, 25	4 HAIRS Logo	
UK	Active	UK00903080322	02.03.03	9, 18, 25	LIFE IS OUT THERE	
UK	Active	UK00904152005	28.11.04	14, 35	FAT FACE	




UK	Active	UK00904152021	28.11.04	14, 35	4 Hairs Logo	
UK	Active	UK00904152039	28.11.04	9, 14, 18, 25, 35	3 HAIRS Logo	
UK	Active	UK00904152054	28.11.04	9,14, 18, 25, 35	[No Verbal Elements]	
UK	Active	UK00003380523	05.03.19	25, 35	FATFACE	
UK	Active	UK00003388535	01.04.19	25, 35	[No Verbal Elements]	
UK	Active	UK00904152096	28.11.04	14, 35	LIFE IS OUT THERE	

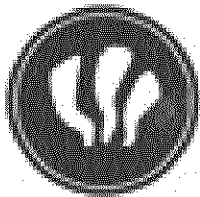



UK	Active	UK00907137797	31.07.08	3	fat face	
UK	Active	UK00911291721	24.10.12	3, 25, 35	MOUNTAIN, BEACH, OCEAN, LAND	
UK	Active	UK00912506283	15.01.14	18,21,24, 25, 35	ACTIV88	
UK	Active	UK00912646352	26.02.14	3, 9, 14, 16, 18, 25, 35	[No Verbal Elements]	
UK	Active	UK00912646551	26.02.14	3, 9, 14, 16, 18, 25, 35	FATFACE SINCE 1988 MADE WELL WORN WELL UNITED KINGDOM	
UK	Active	UK00912646659	26.02.14	3, 9, 14, 16, 18, 25, 35	FATFACE	
UK	Active	UK00917138892	23.08.17	9, 14, 25, 35	COPPER & BLACK	




UK	Active	UK00917550963	30.11.17	9, 14, 25, 35	CB	
UK	Active	UK00003651752	06.06.21	25	FAT FACE MADE FOR LIFE	


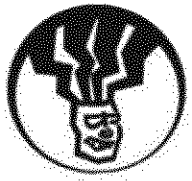
OTHER INTELLECTUAL PROPERTY




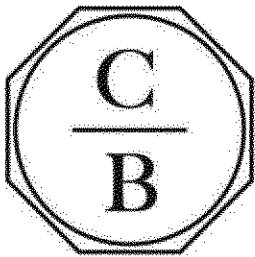
Origin	Status	Number	Application Date	Nice Class.	Brand	Image
Australia	Active	1059019	15.12.04	35	FAT FACE	
Australia	Active	667526	24.07.95	25	FAT FACE	
Australia	Active	1084709	15.12.04	9, 14, 18, 25, 35	[No verbal elements]	
Australia	Active	1692259	19.02.15	3, 9, 14, 16, 18, 25, 35	FATFACE	





Australia	Active	1692220	19.02.15	3, 9, 14, 16, 18, 25, 35	FATFACE SINCE 1988 MADE WELL WORN WELL UNITED KINGDOM	
Australia	Active	1692219	19.02.15	3, 9, 14, 16, 18, 25, 35	[No Verbal Elements]	
Australia	Active	1056042	19.05.05	9, 14, 18, 25, 35	[No Verbal Elements]	
Australia	Active	1056043	19.05.05	9, 14, 18, 35	FAT FACE	
Australia	Active	1056044	19.05.05	9, 14, 18, 25, 35	LIFE IS OUT THERE	
Australia	Active	1221268	19.05.05	18, 21, 24, 25, 35	ACTIV88	
Australia	Active	1215218	18.03.14	3, 9, 14, 16, 18, 25, 35	FATFACE	

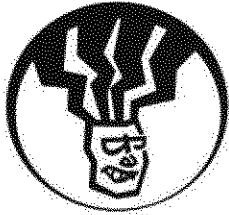


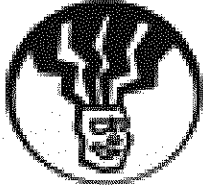
Bangladesh	Active	173931	08.05.16	25	New 3 Hairs Device	
Bangladesh	Active	173932	08.05.16	25		FATFACE
Bangladesh	Active	173933	26.11.19	25		
Cambodia	Active	KH5725814	18.04.14	25	FATFACE	
Cambodia	Active	KH5725914	18.04.14	25	[No verbal elements]	
Cambodia	Active	KH5726014	18.04.14	25	FATFACE	

Canada	Active	1700495-00	30.10.14	3, 9, 14, 16, 18, 21, 25, 35	New 3 Hairs Device	
Canada	Active	1700492-00	30.10.14	3, 9, 14, 16, 18, 21, 25, 35	FATFACE	
Canada	Active	1700494-00	30.10.14	3, 9, 14, 16, 18, 21, 25, 35	FAT FACE SINCE 1988 MADE WELL WORN WELL UNITED KINGDOM	
China	Active	IR 865,251	15.12.04	9, 14, 18, 25, 35	4 Hairs Logo	
China	Active	IR 1,221,268	11.06.14	21, 24, 25	ACTIV88	
China	Active	IR 1,164,649	05.12.14	14, 18	FAT FACE	
China	Active	IR 1,215,218	18.03.14	3, 9, 14, 16	FATFACE	
China	Active	IR 1,225,627	30.07.14	3, 9, 14, 16, 18	FATFACE SINCE 1988 Logo	
China	Active	IR 1,224,942	30.07.14	3, 9, 14, 16, 18, 25	New 3 Hairs Device	
China	Active	IR 1,144,682	05.12.12	14, 18, 25	New 3 Hairs Logo	




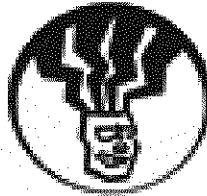

Egypt	Active	1215218	18.03.14	3, 9, 14, 16, 18, 25, 35		
Egypt	Active	1224942	30.07.14	3, 9, 14, 16, 18, 25, 35		
EU	Active	1215218		3, 9, 14, 16, 18, 25, 35	FATFACE	
EU	Active	1164649		14, 18, 25	FAT FACE	
EU	Active	865251		9, 14, 18, 25, 35	[No Verbal Elements]	
EU	Active	007137797	31.07.08	3	fat face	 <i>fat face</i>
EU	Active	004152005	29.11.04	14, 35	FAT FACE	
EU	Active	004152096	29.11.04	14, 35	LIFE IS OUT THERE	
EU	Active	848966		35	FAT FACE	

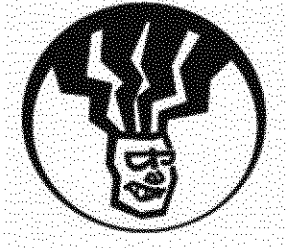

EU	Active	1144682		14, 18, 25	[No Verbal Elements]	
EU	Active	1221268		18, 21, 24, 25, 35	ACTIV88	
EU	Active	1225627		3, 9, 14, 16, 18, 25, 35	FATFACE SINCE 1988 MADE WELL WORN WELL UNITED KINGDOM	
EU	Active	1224942		3, 9, 14, 16, 18, 25, 35	[No Verbal Elements]	
EU	Active	003080322	03.03.03	9, 18, 25	LIFE IS OUT THERE	
EU	Active	017550963	01.12.17	9, 14, 25, 35	CB	
EU	Active	011291721	24.10.14	3, 25, 35	MOUNTAIN, BEACH, OCEAN, LAND	





EU	Active	001764760	19.07.00	9, 18, 25	FAT FACE	
EU	Active	012646352	27.02.14	3, 9, 14, 16, 18, 25, 35	[No Verbal Elements]	
EU	Active	012646551	27.02.14	3, 9, 14, 16, 18, 25, 35	FATFACE SINCE 1988 MADE WELL WORN WELL UNITED KINGDOM	
EU	Active	012646659	27.02.14	3, 9, 14, 16, 18, 25, 35	FATFACE	
EU	Active	012506283	16.01.14	18, 21, 24, 25, 35	ACTIV88	
EU	Active	017138892	23.08.17	9, 14, 25, 35	COPPER & BLACK	
EU	Active	001781301	19.07.00	9, 18, 25	[No Verbal Elements]	
EU	Active	004152039	29.11.04	9, 14, 18, 25, 35	[No Verbal Elements]	


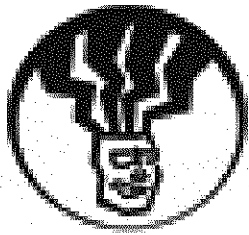
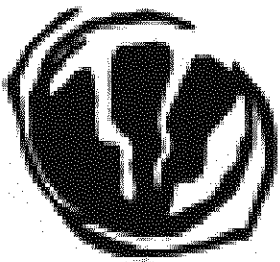

EU	Active	004152021	29.11.04	14, 35	[No Verbal Elements]	
EU	Active	004152054	29.11.04	9, 14, 18, 25, 35	[No Verbal Elements]	
EU	Active	018487191	13.10.21	25	FATFACE MADE FOR LIFE	
Hong Kong	Active	199609313	08.10.96	25	Fat Face and 4 Hairs Logo	 fat face
Hong Kong	Active	300330092	01.04.05	9, 14, 18, 35	4 Hairs Logo	
Hong Kong	Active	300330100	23.03.05	35	FAT FACE (Series of 3)	A FAT FACE B Fat Face C fat face
Hong Kong	Active	302912814	04.03.14	3, 9, 14, 16, 18, 25, 35	FATFACE	





Hong Kong	Active	302912823	04.03.14	3, 9, 14, 16, 18, 25, 35	New 3 Hairs Device	
Hong Kong	Active	302912832	04.03.14	3, 9, 14, 16, 18, 25, 35	FATFACE SINCE 1988 Logo	
Hong Kong	Active	303310901	23.02.15	18, 21, 24, 25, 35	ACTIV88	
India	Active	1215218	18.03.14	3, 9, 14, 16, 18, 25, 35	FATFACE	
India	Active	1224942	30.07.14	3, 9, 14, 16, 18, 25, 35	New 3 Hairs Device	
India	Active	1225627	30.07.14	3, 9, 14, 16, 18, 25, 35	FATFACE SINCE 1988 Logo	
India	Active	1825261	01.03.11	18	New 3 Hairs Logo	





India	Active	1825262	03.06.09	25	FAT FACE	
India	Active	1825263	03.06.09	18	FAT FACE	
India	Active	1825264	02.03.11	25	New 3 Hairs Logo	
India	Active	1825265	03.06.09	14	FAT FACE	
India	Active	1825266	03.06.09	14	New 3 Hairs Logo	
Ireland	Active	214912	15.07.96	18, 25	Fat Face and 4 Hairs Logo	 fat face
Japan	Active	865251	15.12.04	9, 14, 18, 25, 35	4 Hairs Logo	
Kuwait	Active	000651/2020	10.10.20	35	3 Hairs Device	





Kuwait	Active	000590/2020	10.10.20	35	FATFACE	
Kuwait	Active	000593/2020	10.10.20	25	FATFACE	
New Zealand	Active	294292	24.06.98	25	FAT FACE	
New Zealand	Active	722333	02.12.04	9, 14, 18, 25, 35	[No Verbal Elements]	
New Zealand	Active	722331	02.12.004	35	FAT FACE	
New Zealand	Active	1019523	19.02.15	18, 21, 24, 25, 35	ACTIV88	
New Zealand	Active	729474	11.05.05	9, 14, 18, 25, 35	[No Verbal Elements]	
New Zealand	Active	1019116	19.02.15	3, 9, 14, 16, 18, 25, 35	FATFACE	
New Zealand	Active	729479	11.05.05	9, 14	FAT FACE	
New Zealand	Active	729478	11.05.05	9, 14, 18, 25, 35	LIFE IS OUT THERE	

New Zealand	Active	1019118	19.02.15	3, 9, 14, 16, 18, 25, 35	FATFACE SINCE 1988 MADE WELL WORN WELL UNITED KINGDOM	
New Zealand	Active	1019117	19.02.15	3, 9, 14, 16, 18, 25, 35	[No Verbal Elements]	
Norway	Active	848966	15.12.04	35	FAT FACE	
Oman	Active			25, 35	3 Hairs Device	
Pakistan	Active	358943	29.05.17	25	FATFACE	
Pakistan	Active	358944	11.04.17	25	New 3 Hairs Device	

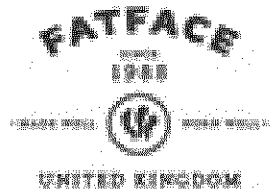
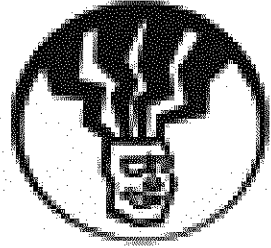
Pakistan	Active	358945	29.05.17	25	FATFACE SINCE 1988 Logo	
Russian Federation		848966	15.12.04	35	FAT FACE	
Russian Federation		865251	15.12.04	9, 14, 18, 25, 35	4 Hairs Logo	
Turkey		2010 07259	30.05.11	14, 18, 25	New 3 Hairs Logo	
Turkey		2010 07286	18.05.11	14, 18, 25	FAT FACE	
Qatar	Active	136506	17.12.19	25	3 Hairs Device	

Qatar	Active	136507	17.12.19	35	3 Hairs Device	
Qatar	Active	136502	17.12.19	25	FATFACE	
Qatar	Active	136504	17.12.19	35	FATFACE	
Saudi Arabia	Active	214950	09.01.20	25	3 Hairs Device	
Saudi Arabia	Active	214959	09.01.20	35	3 Hairs Device	
Saudi Arabia	Active	214981	09.01.20	25	FATFACE	
Saudi Arabia	Active	214983	09.01.20	35	FATFACE	
Singapore	Active	T0719588Z	02.10.07	35	[No verbal elements]	

Singapore	Active	T0719586C	02.10.07	25	[No verbal elements]	
Singapore	Active	T0719587A	02.10.07	18, 25, 35	fat face	FAT FACE
UAE	Pending			25	3 Hairs Device	
UAE	Pending			35	3 Hairs Device	
UAE	Pending			25	FATFACE	
UAE	Pending			35	FATFACE	
US	Active	79016468	15.12.04	9, 14, 18, 35, 25	[No Verbal Elements]	
US	Active	87775773	30.01.18	9, 14, 25, 35	COPPER & BLACK	

US	Active	88013561	25.06.18	25	FATFACE SINCE 1988 MADE WELL WORN WELL UNITED KINGDOM	
US	Active	79155808	30.07.14	3, 9, 14, 16, 18, 25, 35	[No Verbal Elements]	
US	Active	79156095	30.07.14	3, 9, 14, 16, 18, 25, 35	FATFACE SINCE 1988 MADE WELL WORN WELL UNITED KINGDOM	
US	Active	79151728	18.03.14	3, 9, 14, 16, 18, 25, 35	FATFACE	
US	Active	79010699	15.12.04	35	FAT FACE	FAT FACE
US	Active	88013540	25.06.18	25	[No Verbal Elements]	
US	Active	88013391	25.06.18	25	FATFACE	

US	Active	88013516	25.06.18	9, 14, 18, 25, 35	[No Verbal Elements]	
US	Active	74712157	07.08.95	25	FAT FACE	
WIPO	Active	1144682	05.12.12	14, 18, 25	New 3 Hairs Logo	
WIPO	Active	1164649	05.12.12	14, 18, 25	FAT FACE	
WIPO	Active	1215218	18.03.14	3, 9, 14, 16, 18, 25, 35	FATFACE	
WIPO	Active	1221268	11.06.14	18, 21, 24, 25, 35	ACTIV88	
WIPO	Active	1224942	30.07.14	3, 9, 14, 16, 18, 25, 35	New 3 Hairs Device	

WIPO	Active	1225627	30.07.14	3, 9, 14, 16, 18, 25, 35	FATFACE SINCE 1988 Logo	
WIPO	Active	848966	15.12.04	35	FAT FACE	
WIPO	Active	865251	15.12.04	9, 14, 18, 25, 35	4 Hairs Logo	

CONTRACTS

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SCHEDULE 3
FORMS OF LETTER FOR ACCOUNT BANK

PART 1
NOTICE TO ACCOUNT BANK

To: [Account Bank]

Copy: National Westminster Bank Plc

[Date]

Dear Sirs,

**Debenture dated [●] between FatFace Group Borrowings Limited and others
and National Westminster Bank Plc (the "Debenture")**

- 1 This letter constitutes notice to you that under the Debenture we have charged (by way of a first fixed charge) in favour of [Lender] all our rights in respect of any account, and any amount standing to the credit of any account, maintained by us with you (the **"Accounts"**).
- 2 We irrevocably instruct and authorise you to:
 - a) disclose to the Lender any information relating to any Account requested from you by the Lender;
 - b) following notice by the Lender, comply with the terms of any written notice or instruction relating to any Account received by you from the Lender;
 - c) following notice by the Lender, hold all sums standing to the credit of any Account to the order of the Lender; and
 - d) [in respect of our account numbered [●], sort code [●]] (the **"Blocked Account"**),] pay or release any sum standing to the credit of the Blocked Account in accordance with the written instructions of the Lender.
- 3 We are not permitted to withdraw any amount from the Blocked Account without the prior written consent of the Lender.
- 4 In respect of an Account which is not a Blocked Account, we are permitted to withdraw any amount from an Account for any purpose unless and until you receive a notice from the Lender to the contrary stating that we are no longer permitted to withdraw any amount from the Account without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the Account without the prior written consent of the Lender.
- 5 We acknowledge that you may comply with the instructions in this letter without any further permission from us.
- 6 The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.
- 7 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

- 8 Please confirm your agreement to the above by sending the attached acknowledgement to the Lender at National Westminster Bank Plc, Solent Corporate Office, Hampshire Corporate Park, Chandlers Ford, Hampshire, SO53 3RY with a copy to us.

Yours faithfully,

.....

(Authorised Signatory)

[*Obligor*]

PART 2
ACKNOWLEDGEMENT OF ACCOUNT BANK

To: National Westminster Bank Plc
Solent Corporate Office, Hampshire Corporate Park, Chandlers Ford, Hampshire, SO53 3RY

Copy: [Obligor]

[Date]

Dear Sirs,

**Debenture dated [●] between FatFace Group Borrowings Limited and others
and National Westminster Bank Plc (the "Debenture")**

- 1 We confirm receipt from [Obligor] (the "**Obligor**") of a notice dated [●] (the "**Notice**") of a charge upon the terms of the Debenture over all the rights of the Obligor to any amount standing to the credit of any of the Obligor's accounts with us (the "**Accounts**").
- 2 We confirm that we:
 - a) accept the instructions contained in the Notice and agree to comply with the Notice;
 - b) have not received notice of any prior security over, or the interest of any third party in, any Account;
 - c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account; and
 - d) will comply with any notice we may receive from the Lender in respect of the Account.
- 3 The Accounts maintained with us are:

[Specify accounts and account numbers]
- 4 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

(Authorised signatory)

[Account Bank]

SCHEDULE 4
FORMS OF LETTER FOR INSURERS

PART 1
NOTICE TO INSURER

To: [Insurer]

Copy: National Westminster Bank Plc

[Date]

Dear Sirs,

**Debenture dated [●] between FatFace Group Borrowings Limited and others
and National Westminster Bank Plc (the "Debenture")**

- 1 This letter constitutes notice to you that under the Debenture we have assigned absolutely, subject to a proviso for re-assignment on redemption, to National Westminster Bank Plc all our rights in respect of *[insert details of contract of insurance including policy number]* (the "**Insurance**").
- 2 We confirm that:
 - a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
 - b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).
- 3 We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Lender in respect of the Insurance), unless and until you receive notice from the Lender to the contrary stating that the security under the Debenture has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Lender or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Lender in respect of the Insurance).
- 4 We irrevocably instruct and authorise you to disclose to the Lender any information relating to the Insurance requested from you by the Lender.
- 5 The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.
- 6 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 7 Please acknowledge receipt of this letter by sending the attached acknowledgement to the Lender at National Westminster Bank Plc Solent Corporate Office, Hampshire Corporate Park, Chandlers Ford, Hampshire, SO53 3RY with a copy to us.

Yours faithfully,

.....
(Authorised signatory)
[Obligor]

PART 2
ACKNOWLEDGEMENT OF INSURER

To: National Westminster Bank Plc
Solent Corporate Office, Hampshire Corporate Park, Chandlers Ford, Hampshire, SO53 3RY

Copy: [Obligor]

[Date]

Dear Sirs,

**Debenture dated [●] between FatFace Group Borrowings Limited and others
and National Westminster Bank Plc (the "Debenture")**

- 1 We confirm receipt from [Obligor] (the "**Obligor**") of a notice dated [●] (the "**Notice**") of an assignment on the terms of the Debenture of all the Obligor's rights in respect of [*insert details of the contract of insurance*] (the "**Insurance**").
- 2 We confirm that we:
 - a) accept the instructions contained in the Notice and agree to comply with the Notice; and
 - b) will give notices and make payments under the Insurance as directed in the Notice.
- 3 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

(Authorised signatory)

[Insurer]

SCHEDULE 5
FORMS OF LETTER FOR OTHER CONTRACTS

PART 1
NOTICE TO COUNTERPARTY

To: [Contract Counterparty]

Copy: National Westminster Bank Plc

[Date]

Dear Sirs,

**Debenture dated [•] between FatFace Group Borrowings Limited and others
and National Westminster Bank Plc (the "Debenture")**

- 1 This letter constitutes notice to you that under the Debenture we have [assigned absolutely, subject to a proviso for re-assignment on redemption,]/[charged by way of a first fixed charge]¹ to **National Westminster Bank Plc (the "Lender")** all our rights in respect of [insert details of contract] (the "**Contract**").
- 2 We confirm that:
 - a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
 - b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.
- 3 We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Lender to the contrary stating that the security under the Debenture has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Lender or as it directs.
- 4 We irrevocably instruct and authorise you to disclose to the Lender any information relating to the Contract requested from you by the Lender.
- 5 The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.
- 6 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 7 Please acknowledge receipt of this letter by sending the attached acknowledgement to the Lender at National Westminster Bank Plc, Solent Corporate Office, Hampshire Corporate Park, Chandlers Ford, Hampshire, SO53 3RY with a copy to us.

Yours faithfully,

¹ Delete as applicable.

.....
(Authorised signatory)
[Obligor]

PART 2
ACKNOWLEDGEMENT OF COUNTERPARTY

To: National Westminster Bank Plc
Solent Corporate Office, Hampshire Corporate Park, Chandlers Ford, Hampshire, SO53 3RY

Copy: [Obligor]

[Date]

Dear Sirs,

**Debenture dated [●] between FatFace Group Borrowings Limited and others
and National Westminster Bank Plc (the "Debenture")**

- 1 We confirm receipt from [Obligor] (the "**Obligor**") of a notice dated [●] (the "**Notice**") of [an assignment]/[fixed charge]² on the terms of the Debenture of all the Obligor's rights in respect of [insert details of the contract] (the "**Contract**").
- 2 We confirm that we:
 - a) accept the instructions contained in the Notice and agree to comply with the Notice;
 - b) consent to the assignment of the Contract;
 - c) waive any right to terminate the Contract; and
 - d) will give notices and make payments under the Contract as directed in the Notice.
- 3 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

(Authorised signatory)

[Contract counterparty]

² Delete as applicable.

**SCHEDULE 6
FORM OF SUPPLEMENTAL DEBENTURE**

THIS SUPPLEMENTAL DEBENTURE is made on the day of 20[●]

Between:

- (1) [Obligor] a company incorporated in England and Wales (company number [●]) whose registered office is at [●] (the "Obligor");
- (2) **NATIONAL WESTMINSTER BANK PLC** (the "Lender"); and
- (3) **FATFACE GROUP BORROWINGS LIMITED**, a company incorporated in England and Wales (registered number 08873788) whose registered office is at Unit 3 Ridgway, Havant, Hampshire, PO9 1QJ (the "Obligors' Agent") for itself and on behalf of each of the existing Obligors.

BACKGROUND

This Supplemental Debenture is supplemental to a debenture dated [●] between the Obligors' Agent and others and the Lender (as supplemented and amended from time to time, the "Debenture") and shall take effect as a Supplemental Debenture for the purposes of the Debenture.

This Deed witnesses as follows:

1 Definitions and interpretation

- 1.1 Terms defined in the Debenture have the same meaning when used in this Supplemental Debenture unless given a different meaning in this Supplemental Debenture.
- 1.2 The provisions of clauses 1.2 (*Construction*) to 1.12 (*Third party rights*) of the Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to the Debenture will be construed as references to this Supplemental Debenture.
- 1.3 In this Supplemental Debenture, "**Additional Security Assets**" means any asset of the Obligor which is, or is expressed to be, subject to any Security created by this Supplemental Debenture.
- 1.4 From the date of this Supplemental Debenture, references within the Debenture to "Security Assets" shall be construed so as to extend to and include the Additional Security Assets.
- 1.5 The Debenture continues and remains in full force and effect and this Supplemental Debenture **shall be read and construed as one with the Debenture so that all references to "this Deed"** in the Debenture shall include reference to this Supplemental Debenture.
- 1.6 It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

2 Creation of security

- 2.1 Each Obligor must pay or discharge the Secured Liabilities as and when the same are due.
- 2.2 All the security created under this Supplemental Debenture:
 - 2.2.1 is created in favour of the Lender;

- 2.2.2 is created over present and future assets of each Obligor;
- 2.2.3 is security for the payment of all the Secured Liabilities; and
- 2.2.4 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3 Real property

- 3.1 Each Obligor charges by way of a first legal mortgage all estates or interests in the real property (if any) specified in the Schedule to this Supplemental Debenture including:
 - 3.1.1 all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - 3.1.2 the benefit of any covenants for title given or entered into by any predecessor in title of each Obligor in respect of that property or any moneys paid or payable in respect of those covenants.

4 Investments

Each Obligor charges by way of a first fixed charge its interest in the investments (if any) specified in the Schedule to this Supplemental Debenture.

5 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (*Real property*) of the Debenture, each Obligor charges by way of a first fixed charge the plant and machinery (if any) specified in the Schedule to this Supplemental Debenture.

6 Credit balances

Each Obligor charges by way of a first fixed charge all of its rights in respect of the accounts (if any) specified in the Schedule to this Supplemental Debenture, any amount standing to the credit of those accounts and the debt represented by them.

7 Intellectual property rights

- 7.1 Each Chargor charges by way of a first fixed charge all of its UK Intellectual Property specified in the Schedule to this Supplemental Debenture.
- 7.2 Each Chargor charges by way of a first fixed charge all of its Other Intellectual Property specified in the Schedule to this Supplemental Debenture.

8 Other contracts

- 8.1 Each Obligor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under the contracts (if any) specified in the Schedule to this Supplemental Debenture.
- 8.2 To the extent that they have not been effectively assigned under paragraph 8.1 above, each Obligor charges by way of a first fixed charge all of its rights listed under paragraph 8.1 above.

9 Perfection of Security

Each Obligor must take such action in respect of the Additional Security Assets as would be required under Clause 4 (*Perfection of Security*) of the Debenture if the Additional Security Assets had been Security Assets on the date of the Debenture.

10 Representations

- 10.1 Each Obligor makes the representations and warranties set out in Clause 5 (*Representations*) of the Debenture to the Lender on the date of this Supplemental Debenture as if references in that Clause to "this Deed" were to this Supplemental Debenture.
- 10.2 Each Obligor further represents and warrants to the Lender on the date of this Supplemental Debenture that:
- 10.2.1 Subject to the Legal Reservations and, in the case of paragraph b) below, the Perfection Requirements:
- a) the obligations expressed to be assumed by it in this Supplemental Debenture are legal, valid, binding and enforceable obligations; and
 - b) this Supplemental Debenture creates the Security which it purports to create and that Security is valid and effective;
- 10.2.2 the entry into and performance by it of the transactions contemplated by, this Supplemental Debenture, and the granting of the Security created by this Supplemental Debenture, do not and will not conflict with:
- a) any law or regulation applicable to it;
 - b) its constitutional documents; or
 - c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument to the extent that it has or is reasonably likely to have a Material Adverse Effect; and
- 10.2.3 it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of this Supplemental Debenture and the transactions contemplated by this Supplemental Debenture.

11 Tacking

The Lender must perform its obligations to each Obligor (including any obligation to make available further advances).

12 Miscellaneous

- 12.1 The provisions of clauses 24 (*Partial invalidity*), 27 (*Counterparts*) and 29 (*Jurisdiction*) of the Debenture apply to this Supplemental Debenture as if set out in full in this Supplemental Debenture but as though references to the Debenture were references to this Supplemental Debenture.
- 12.2 This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it shall be governed by English law

THIS SUPPLEMENTAL DEBENTURE has been signed on behalf of the Lender and **EXECUTED AS A DEED** by the **Obligors' Agent** and is delivered by them on the date specified at the beginning of this Supplemental Debenture

SCHEDULE TO SUPPLEMENTAL DEBENTURE

REAL PROPERTY

[Intentionally left blank/]

Tenure	Description (address)	Title number
[Freehold/Leasehold]	[•]	[•]

INVESTMENTS

[Intentionally left blank/]

Description	Issuer
[[•] [ordinary] shares of [£1] each	[•]

PLANT AND MACHINERY

[Intentionally left blank/[•]]

ACCOUNTS

[Intentionally left blank/]

Account number	Sort code	Account name	Bank
[•]	[•]	[•]	[•]

UK INTELLECTUAL PROPERTY

[Intentionally left blank/[•]]

OTHER INTELLECTUAL PROPERTY

[Intentionally left blank/[•]]

CONTRACTS

[Intentionally left blank/[•]]

[SIGNATORIES TO SUPPLEMENTAL DEBENTURE – TO BE EXECUTED AS A DEED BY EACH OBLIGOR]

**SCHEDULE 7
FORM OF ACCESSION DEED**

THIS ACCESSION DEED is made on the day of 20[●]

Between:

- (1) [●], a company incorporated in England and Wales (company number [●]) whose registered office is at [●] (the "Acceding Obligor");
- (2) **NATIONAL WESTMINSTER BANK PLC** (the "Lender"); and
- (3) **FATFACE GROUP BORROWINGS LIMITED**, a company incorporated in England and Wales (registered number 08873788) whose registered office is at Unit 3 Ridgway, Havant, Hampshire, PO9 1QJ (the "**Obligors' Agent**") for itself and on behalf of each of the existing Obligors.

BACKGROUND

This Accession Deed is supplemental to a debenture dated [●] between, amongst others, the Obligors' Agent and the Lender (as supplemented and amended from time to time, the "**Debenture**") and shall take effect as an Accession Deed for the purposes of the Debenture.

This Deed witnesses as follows:

1 Definitions and interpretation

- 1.1 Terms defined in the Debenture have the same meaning when used in this Accession Deed unless given a different meaning in this Accession Deed.
- 1.2 The provisions of clauses 1.2 (*Construction*) to 1.12 (*Third party rights*) of the Debenture apply to this Accession Deed as though they were set out in full in this Accession Deed except that references to the Debenture will be construed as references to this Accession Deed.
- 1.3 In this Accession Deed, "**Additional Security Assets**" means any asset of the Acceding Obligor which is, or is expressed to be, subject to any Security created by this Accession Deed.
- 1.4 From the date of this Accession Deed, references within the Debenture to "Security Assets" shall be construed so as to extend to and include the Additional Security Assets.
- 1.5 It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

2 Accession of the Acceding Obligor

The Acceding Obligor agrees to be an Additional Obligor and agrees to be bound by the terms of the Debenture as an Additional Obligor pursuant to clause 19.3 (*Additional Obligors*) of the Debenture.

3 Creation of security

Without prejudice to the generality of clause 2 of this Accession Deed:

3.1 Real property

- 3.1.1 The Acceding Obligor charges:

- a) by way of a first legal mortgage all estates or interests in any freehold or Material Leasehold Property now owned by it; this includes its real property (if any) specified in the Schedule to this Accession Deed or the schedule to any Supplemental Debenture; and
- b) (to the extent that they are not the subject of a mortgage under paragraph a) above) by way of a first fixed charge all estates or interests in any freehold or Material Leasehold Property now or subsequently owned by it.

3.1.2 A reference in this Clause 3 to a mortgage or charge of any freehold or Material Leasehold Property includes:

- a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- b) the benefit of any covenants for title given or entered into by any predecessor in title of the Acceding Obligor in respect of that property or any moneys paid or payable in respect of those covenants.

3.2 **Investments**

The Acceding Obligor charges by way of a first fixed charge its interest in all its Investments.

3.3 **Plant and machinery**

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 3.1 (*Real property*), the Acceding Obligor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession; this includes its plant and machinery (if any) specified in the Schedule to this Accession Deed or the schedule to any Supplemental Debenture.

3.4 **Credit balances**

- 3.4.1 The Acceding Obligor charges by way of a first fixed charge all of its rights in respect of any Designated Account, any amount standing to the credit of any Designated Account and the debt represented by it.
- 3.4.2 The Acceding Obligor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in Clause 3.4.1 above, any amount standing to the credit of any such account and the debt represented by it.

3.5 **Intellectual Property Rights**

- 3.5.1 The Acceding Obligor charges by way of a first fixed charge all of its UK Intellectual Property.
- 3.5.2 The Acceding Obligor charges by way of a first fixed charge all of its Other Intellectual Property.
- 3.5.3 The Acceding Obligor charges by way of a first fixed charge all of its Intellectual Property Rights other than the Intellectual Property Rights referred to in Clause 3.5.1 or Clause 3.5.2 above.

3.6 **Book debts etc.**

The Acceding Obligor charges by way of a first fixed charge:

- 3.6.1 all of its book and other debts;
- 3.6.2 all other moneys due and owing to it; and
- 3.6.3 the benefit of all rights in relation to any item under Clauses 3.6.1 to 3.6.2 above.

3.7 **Insurances**

- 3.7.1 The Acceding Obligor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the **"Insurance Rights"**).
- 3.7.2 To the extent that they have not been effectively assigned under Clause 3.7.1 above, the Acceding Obligor charges by way of a first fixed charge all of its Insurance Rights.

3.8 **Other contracts**

- 3.8.1 The Acceding Obligor:
 - a) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - i under each Designated Contract; and
 - ii under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
 - b) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 3.
- 3.8.2 To the extent that they have not been effectively assigned under paragraph a) of Clause 3.8.1 above, the Acceding Obligor charges by way of a first fixed charge all of its rights listed under paragraph a) of Clause 3.8.1 above.

3.9 **Other assets**

The Acceding Obligor charges by way of first fixed charge:

- 3.9.1 its goodwill;
- 3.9.2 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- 3.9.3 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in Clause 3.9.2 above;
- 3.9.4 its uncalled capital; and
- 3.9.5 the benefit of all rights in relation to any item under paragraphs 3.9.1 to 3.9.4 above.

3.10 **Floating charge**

3.10.1 The Acceding Obligor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 3.

3.10.2 The floating charge created by this Clause 3.10 (*Floating charge*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

4 General

4.1 The Acceding Obligor must pay or discharge the Secured Liabilities as and when the same are due.

4.2 All the security created under this Deed:

4.2.1 is created in favour of the Lender;

4.2.2 is created over present and future assets of the Acceding Obligor;

4.2.3 is security for the payment of all the Secured Liabilities; and

4.2.4 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

5 Perfection of Security

The Acceding Obligor must take such action in accordance with Clause 4 (*Perfection of Security*) of the Debenture in respect of the Additional Security Assets as if the Additional Security Assets had been Security Assets on the date of the Debenture.

6 Representations

6.1 The Acceding Obligor makes the representations and warranties set out in Clause 5 (*Representations*) of the Debenture to the Lender on the date of this Accession Deed as if references in that Clause to "this Deed" were to this Accession Deed.

6.2 The Acceding Obligor further represents and warrants to the Lender on the date of this Accession Deed that:

6.2.1 Subject to the Legal Reservations and, in the case of paragraph b) below, the Perfection Requirements:

a) the obligations expressed to be assumed by it in this Accession Deed are legal, valid, binding and enforceable obligations; and

b) this Accession Deed creates the Security which it purports to create and that Security is valid and effective;

6.2.2 the entry into and performance by it of the transactions contemplated by, this Accession Deed, and the granting of the Security created by this Accession Deed, do not and will not conflict with:

a) any law or regulation applicable to it;

b) its constitutional documents; or

- c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument to the extent that it has or is reasonably likely to have a Material Adverse Effect; and

6.2.3 it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of this Accession Deed and the transactions contemplated by this Accession Deed.

7 Tacking

The Lender must perform its obligations to each Obligor (including any obligation to make available further advances).

8 Miscellaneous

- 8.1 The existing Obligors agree to the terms of this Accession Deed and agree that its execution will in no way prejudice or affect any guarantee or Security given by any of them under the Debenture.
- 8.2 The provisions of clauses 24 (*Partial invalidity*), 27 (*Counterparts*) and 29 (*Jurisdiction*) of the Debenture apply to this Accession Deed as if set out in full in this Accession Deed but as though references to the Debenture were references to this Accession Deed.
- 8.3 This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law

THIS ACCESSION DEED has been signed on behalf of the Lender and **EXECUTED AS A DEED** by the **Acceding Obligor and the Obligors' Agent** and is delivered as a deed on the date specified at the beginning of this Accession Deed

SCHEDULE TO ACCESSION DEED

REAL PROPERTY

[Intentionally left blank/]

Tenure	Description (address)	Title number
[Freehold/Leasehold]	[●]	[●]

INVESTMENTS

[Intentionally left blank/]

Description	Issuer
[[●] [ordinary] shares of [£1] each	[●]

PLANT AND MACHINERY

[Intentionally left blank/[●]]

ACCOUNTS

[Intentionally left blank/]

Account number	Sort code	Account name	Bank
[●]	[●]	[●]	[●]

UK INTELLECTUAL PROPERTY

[Intentionally left blank/[●]]

OTHER INTELLECTUAL PROPERTY

[Intentionally left blank/[●]]

CONTRACTS

[Intentionally left blank/[●]]

[SIGNATORIES TO ACCESSION – TO BE EXECUTED AS A DEED BY THE ACCEDING OBLIGOR AND THE OBLIGORS' AGENT]

SIGNATORIES

Original Obligors

Executed as a deed by)

FATFACE GROUP BORROWINGS
LIMITED)

acting by a director in the presence of:)

Director

Print name:

M. RAINOR

Signature of witness

Name (in BLOCK CAPITALS)

Address

Leslie Slater
1-3 Ridgway
Havant
PO9 1QJ

Executed as a deed by)

FULHAM PARENT LIMITED)

acting by a director in the presence of:)

Director

Print name:

M. RAINOR

Signature of witness

Name (in BLOCK CAPITALS)

Address

Leslie Slater
1-3 Ridgway
Havant
PO9 1QJ

Executed as a deed by)

FAT FACE HOLDINGS LIMITED)

acting by a director in the presence of:)

Director

Print name:

M. RAINOR

Signature of witness

Name (in BLOCK CAPITALS)

Address

Leslie Slater
1-3 Ridgway
Havant
PO9 1QJ

Executed as a deed by)

FAT FACE LIMITED)

acting by a director in the presence of:)

Director

Print name:

M. RAINOR

Signature of witness

Name (in BLOCK CAPITALS)

Address

Leslie Slater
1-3 Ridgway
Havant
PO9 1QJ

Lender

Signed by

for and on behalf of

NATIONAL WESTMINSTER BANK PLC

)

)

)

)

Authorised signatory

Print name:

RICHARD EMMETT