

MR01

Particulars of a charge

102226/23

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

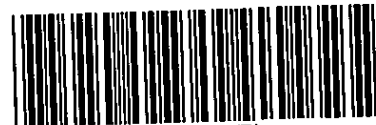
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You may not use this form to
register a charge where there is no
instrument Use form

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



You must enclose a certified copy of the instrument with this form
scanned and placed on the public record Do not send the original



A09 19/08/2016 #187
COMPANIES HOUSE

1

Company details

Company number 0 6 3 1 2 9 0 8

Company name in full MNFI General Partner Limited (acting as General
Partner of The MNFI Limited Partnership)

☒ Filling in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date d1 d2 m0 m8 y2 y0 y1 y6

3

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

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

Name Barclays Bank PLC as security agent and security
trustee for the Finance Parties (as defined in the

Name accompanying copy instrument)

Name

Name

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

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

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Not applicable

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to Section 7

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ¹

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X Simmons & Simmons LLP
CXR 17/08/16

X

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

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Amanda Gardam (001226-01869)

Company name Simmons & Simmons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 S S

Country United Kingdom

DX DX Box No 12 Chancery Lane London

Telephone 020 7825 4815



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

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

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 6312908

Charge code: 0631 2908 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th August 2016 and created by MNFI GENERAL PARTNER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th August 2016

18x

Given at Companies House, Cardiff on 26th August 2016



Companies House



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

EXECUTION VERSION

Share Charge

between

MNFI General Partner Limited (acting in its capacity as
general partner of The MNFI Limited Partnership)
as Chargor

and

Barclays Bank PLC
as Security Agent

relating to

preference shares held by the Chargor in Hippodrome Casino Limited

WE CERTIFY THAT, SAVE FOR THE
MATERIAL REDACTED PURSUANT TO
s 859G OF THE COMPANIES ACT
2006, THIS COPY INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL
INSTRUMENT.

Simmons & Simmons LLP
.....
Signed (firm name)

CJR
.....
Initials of Signatory

18/08/16
.....
Dated (DD/MM/YY)

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THIS AGREEMENT is dated

12 August

2016 and made

BETWEEN

- (1) **MNFI General Partner Limited** registered in England and Wales under company number 06312908 (acting in its capacity as general partner of The MNFI Limited Partnership, registered in England and Wales under partnership number LP012478) (the "Chargor"), and
- (2) **Barclays Bank PLC** (the "Security Agent"), which expression includes its successors and assigns, as security agent and security trustee for the Finance Parties

BACKGROUND.

- (A) The Lenders have agreed to make available to the Borrower a loan facility in accordance with the terms of the Finance Documents
- (B) It is a condition precedent to that loan facility being made available that the Chargor enters into this Deed

IT IS AGREED as follows

1 Interpretation

1.1 Definitions

Terms defined in the Facility Agreement have the same meaning when used in this Deed unless given a different meaning in this Deed, and in this Deed

"Borrower" means Hippodrome Holdings Limited as Borrower under the Facility Agreement

"Facility Agreement" means the facility agreement dated on or about the date of this Deed between, amongst others, the Borrower as Borrower, Barclays Bank PLC as Original Lender and Barclays Bank PLC as Agent and Security Agent, as amended, restated, supplemented or novated from time to time

"Limited Partnership" means The MNFI Limited Partnership

"Limited Partnership Agreement" means the Limited Partnership Agreement relating to the Limited Partnership dated 12 September 2007 and made between (1) GEN Nominee Limited (2) MWN Nominee Limited (3) MFN Nominee Limited (4) OJN Nominee Limited and (5) the Chargor

"LPA" means the Law of Property Act 1925

"Party" means a party to this Deed

"Related Assets" means

- (A) all dividends, interest and other moneys payable in respect of the Shares,
- (B) any right, money or property accruing or offered at any time in relation to the Shares by way of redemption, substitution, conversion, exchange, bonus or preference, under option rights or otherwise,

- (C) any right against any clearance system in relation to the Shares, and
- (D) any right under any custodian or other agreement in relation to the Shares

"Secured Liabilities" means all present and future obligations and liabilities due, owing or incurred (whether actual or contingent and whether due, arising or incurred jointly or severally or in any other capacity whatsoever) by any member of the Group to any Secured Party under any Finance Document

"Security Assets" means the Shares and the Related Assets which from time to time are, or are expressed to be, subject to the Security created or expressed to be created in favour of the Security Agent pursuant to 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 irrevocably paid in full and that all facilities which might give rise to any Secured Liabilities have been terminated

"Shares" means the preference shares held by the Chargor in Hippodrome Casino Limited being as at the date of this Deed 478,022 A redeemable preference shares and 601,444 redeemable preference shares held by or to the order of the Chargor together with any other shares or other securities held in Hippodrome Casino Limited now or at any time by the Chargor

1 2 Construction

- (A) The provisions of clause 1 2 (*Construction*) of the Facility Agreement shall apply, with any necessary amendments, in this Deed
- (B) Any reference in this Deed to the **"Security Agent"**, the **"Chargor"** or any other 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 the Finance Documents (as relevant) and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Facility Agreement

1 3 Third party rights

- (A) Unless expressly provided to the contrary in a Finance Document, 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 enjoy the benefit of any term of this Deed
- (B) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time
- (C) Any Receiver, Delegate, Finance Party or any officer, employee or agent of such Receiver, Delegate or Finance Party may, subject to this sub-clause and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it

1 4 Execution

It is intended that this document takes effect as a deed even though a Party may only execute it under hand

1 5 Benefit

The provisions of this Deed are for the benefit of the Security Agent as security agent and security trustee for and on behalf of the Finance Parties

2 Creation of Security

2.1 Security generally

All the Security created, or expressed to be created, under this Deed

- (A) is created in favour of the Security Agent,
- (B) is created over the present and future Security Assets of the Chargor, and
- (C) is granted as security for the payment and discharge of all of the Secured Liabilities by the Borrower pursuant to the terms of the Finance Documents

2.2 Granting security

The Chargor charges the Security Assets, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and by way of first fixed charge, in favour of the Security Agent for the payment and discharge of all of the Secured Liabilities

3 Limited Recourse

Notwithstanding any other provision in the Finance Documents, the liabilities and obligations of the Chargor under this Deed, and any recourse of the Finance Parties to the Chargor under this Deed, shall be limited in aggregate to the value from time to time of the Security Assets

4 Continuing Security

4.1 Continuing Security

The Security created, or expressed to be 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

4.2 Additional security

The Security created, or expressed to be created, by this Deed

- (A) is in addition to, and is not in any way prejudiced by, any other Security or other right now or subsequently held by any Finance Party, and
- (B) may be enforced against the Chargor without having recourse to any other rights of any Finance Party

4.3 Survival of obligations

The payment obligations of the Chargor under the Finance Documents shall survive the enforcement of the whole or any part of the Security Assets

5 Further assurance

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

- (A) to perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Deed) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law, and/or
- (B) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created or expressed to be created by this Deed

5.2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties pursuant to this Deed

6 Representations regarding the Shares

The Chargor represents and warrants to the Security Agent (for the benefit of each Finance Party) on the date of this Deed and on any future date on which Shares are issued to the Chargor that

- (A) save in respect of the New Investor Option, the Shares are fully paid and are not subject to any option to purchase or similar right to which the Chargor is a party,
- (B) it is the sole legal and beneficial owner of the Shares, and
- (C) there are no agreements, to which the Chargor is a party, 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 the Shares (including, save in respect of the New Investor Option, any option or conversion)

7 Certificated Shares and Related Assets

The Chargor shall, on the date of this Deed and on any future date on which Shares are issued to the Chargor, to the extent applicable

- (A) immediately deposit with the Security Agent, or as the Security Agent may direct, any bearer instrument, share certificate or other document of title or evidence of ownership in relation to the Shares and/or the Related Assets, and
- (B) promptly take any action and execute and deliver to the Security Agent any share transfer or other document which may be requested by the Security Agent in order to enable the transferee to be registered as the owner or otherwise obtain a legal title to the Shares and/or Related Assets, this includes
 - (1) delivering executed and (unless exempt from stamp duty) pre-stamped share transfers and any other relevant transfer instruments in favour of the Security Agent or any of its nominees as transferee or, if the Security Agent so directs, with the transferee left blank, and
 - (2) procuring that any share certificate or other document of title or evidence of ownership is in the name of the transferee and delivered to the Security Agent

8 Calls

- 8 1 The Chargor shall in accordance with its obligations under the Shares pay all calls or other payments due and payable in respect of the Shares
- 8 2 If the Chargor fails to comply with clause 8 1 after being requested to do so by the Security Agent, the Security Agent may pay the calls or other payments in respect of any Share on behalf of the Chargor
- 8 3 The Chargor shall within three Business Days of written request reimburse the Security Agent for any payment made by the Security Agent under this clause, together with default interest charged thereon in accordance with clause 19 3 (*Default interest*)

9 Other obligations in respect of Shares

- 9 1 The Chargor shall promptly copy to the Security Agent and comply with all reasonable requests for information which is within its knowledge and which are made under Section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any of the Shares. If it fails to do so after being requested to do so by the Security Agent, the Security Agent may elect to provide such information as it may have on behalf of the Chargor
- 9 2 The Chargor shall comply with all other conditions and obligations assumed by it in respect of the Shares
- 9 3 The Security Agent is not obliged to
- (A) perform any obligation of the Chargor,
 - (B) make any payment,
 - (C) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor, or
 - (D) 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 Shares

10 Voting rights before an Event of Default

- 10 1 Prior to an Event of Default occurring and subject to clause 11 (*Voting rights after an Event of Default*), the Chargor may continue to exercise all voting rights, powers and other rights in respect of the Shares provided that the Chargor shall not exercise such voting rights in any manner, or otherwise permit or agree to any
- (A) variation of the rights attaching to or conferred by all or some of the Shares, which would prejudice the value of, or the ability of the Security Agent to realise, the security created by this Deed,
 - (B) increase in the issued share capital of the issuer of such Shares, which would prejudice the value of, or the ability of the Security Agent to realise the Security created by this Deed
- 10 2 Prior to an Event of Default occurring, if the relevant Shares have been registered in the name of the Security Agent or its nominee, the Security Agent (or that nominee) shall

exercise the voting rights, powers and other rights in respect of the Shares in any manner which the Chargor may direct in writing but only to the extent that it does so for a purpose not inconsistent with any Finance Document and the exercise of or failure to exercise those rights would not prejudice the interests of any Finance Party. The Security Agent (or that nominee) will execute any form of proxy or other document which the Chargor may reasonably require for this purpose.

- 10.3 Prior to an Event of Default occurring and subject to clause 11 (*Voting rights after an Event of Default*), all dividends or other income or distributions paid or payable in relation to the Shares shall be paid to the Chargor.

11 Voting rights after an Event of Default

- 11.1 Following the occurrence of an Event of Default, the Security Agent or its nominee may exercise or refrain from exercising

- (A) any voting rights, and
- (B) any other powers or rights which may be exercised by the legal or beneficial owner of the Shares, any person who is the holder of the Shares or otherwise,

in each case, in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor.

- 11.2 Following the occurrence of an Event of Default and to the extent that the Shares remain registered in the name of the Chargor, the Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of the Shares in any way it sees fit.

- 11.3 Following the occurrence of an Event of Default, the Chargor shall indemnify the Security Agent against any loss or liability properly incurred by the Security Agent as a direct consequence of the Security Agent acting in respect of Shares on the direction of the Chargor.

12 Representations

The Chargor makes the representations and warranties set out in this clause 12 on the date of this Deed.

12.1 Status

- (A) MNFI General Partner Limited is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (B) The Limited Partnership is duly constituted and validly existing as a limited partnership under the laws of England.
- (C) It has the power to own its assets and carry on its business as it is being conducted.

12.2 Binding obligations

Subject to the Legal Reservations, the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations.

12.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Deed does not and will not conflict with

- (A) any law or regulation applicable to it,
- (B) the constitutional documents of MNFI General Partner Limited or the Limited Partnership Agreement, or
- (C) any agreement or instrument binding upon it or any of its assets or constitute (or might reasonably be expected to result in) a default or termination event (however described) under any such agreement or instrument where such default or termination event (however described) could have a material adverse effect on the ability of the Chargor to perform its obligations under this Deed

12.4 Power and authority

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

12.5 Limited Partnership

- (A) The Limited Partnership Agreement is in full force and effect and has not been revoked, superseded or amended
- (B) MNFI General Partner Limited is the only general partner of the Limited Partnership and has the capacity and authority to act as general partner of the Limited Partnership

12.6 Validity and admissibility in evidence

All Authorisations required or desirable

- (A) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed, and
- (B) to make this Deed admissible in evidence in its Relevant Jurisdictions,

have been obtained or effected and are in full force and effect

12.7 Registration requirements

Save for registration of the particulars of this Deed at the Companies Registration Office under the Companies Act 2006 and payment of associated fees, under the law of its jurisdiction of incorporation, it is not necessary to file, register or record this Deed in any public place or elsewhere or that any stamp, registration or similar tax be paid on or in relation to this Deed or the transactions contemplated by this Deed

12.8 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, may prevent it from accepting and performing any obligation under this Deed have (to the best of its knowledge and belief) been started or threatened against it

12 9 Insolvency

No step has been taken for its insolvency (save for any step which is frivolous or vexatious and which is discharged, stayed or dismissed within 14 days of commencement)

12 10 Deduction of Tax

It is not required to make any deduction for or on account of Tax from any payment it may make under this Deed

12 11 Pari passu ranking

The payment obligations under this Deed rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to limited partnerships generally

12 12 Centre of main interests and establishments

For the purposes of The Council of the European Union Regulation No 1346/2000 on insolvency Proceedings (the "Regulation"), its centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in its jurisdiction of incorporation and it has no "establishment" (as that term is used in Article 2(h) of the Regulations) in any other jurisdiction

12 13 Repetition

Each of the representations made in this clause are deemed to be made by the Chargor, by reference to the facts and circumstances then existing, on the first day of each calendar month

13 General undertakings

The undertakings in this clause remain in force from the date of this Deed for so long as any amount is outstanding under the Finance Documents or any Commitment is in force

13 1 Negative pledge

The Chargor shall not create or permit to subsist any Security over any of the Security Assets, other than the Security created by this Deed

13 2 Disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Security Asset

14 Enforcement

14 1 When enforceable

The Security created or expressed to be created by this Deed shall be immediately enforceable if

(A) an Event of Default has occurred, or

- (B) the Chargor requests the Security Agent to appoint a Receiver over the whole or any part of its undertaking and assets

14.2 Power of sale

- (A) Following the occurrence of an Event of Default, the Security Agent shall be entitled, without prior notice to the Chargor or prior authorisation from any court, to sell or otherwise dispose of all or any part of the Security Assets (at the times, in the manner and on the terms it thinks fit)
- (B) The statutory powers of sale, of appointing a receiver and the other powers conferred on mortgagees by Section 101 of the LPA as varied and extended by this Deed shall arise on the date of this Deed

14.3 Section 103 of the LPA

Section 103 of the LPA (*Restricting the power of sale*) shall not apply to this Deed

14.4 Section 93 of the LPA

Section 93 of the LPA (*Restricting the right of consolidation*) shall not apply to this Deed

14.5 No liability as mortgagee in possession

Neither the Security Agent, a Receiver nor any Delegate is

- (A) liable to account as mortgagee in possession in respect of the Security Assets, nor
- (B) liable for any loss upon realisation or exercise of any power, authority or right of the Security Agent, a Receiver or any Delegate arising under this Deed, nor for any act, default, neglect, or misconduct of any nature whatsoever

14.6 Possession

If the Security Agent or a Receiver enters into possession of the Security Assets, such person may at any time go out of possession at the discretion of such person

14.7 Privileges

The Security Agent, each Receiver and each Delegate is entitled to all the rights, powers and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA

14.8 No duty to enquire

No person dealing with the Security Agent, any Receiver or any Delegate shall be concerned to enquire

- (A) whether the rights conferred by or pursuant to any Finance Document are exercisable,
- (B) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with,
- (C) otherwise as to the propriety or regularity of acts purporting or intended to exercise any such rights, or

(D) as to the application of any money borrowed or raised

14 9 Protection to purchasers

All the protection to purchasers contained in Sections 104 (relating to a conveyance on sale) and 107 (relating to mortgagee's receipts, discharges etc) of the LPA, Section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any Receiver or any Delegate

14 10 Financial collateral arrangements

To the extent that the provisions of the Financial Collateral Arrangements (No 2) Regulations 2003 (the "*Regulations*") apply to any Security Asset, the Security Agent shall have the right to appropriate any Security Asset which constitutes "*financial collateral*" (as defined in the Regulations) in or towards the satisfaction of the Secured Liabilities. The value of each Security Asset appropriated in accordance with this clause 14 10 shall be, in the case of cash, the amount of the cash appropriated, and, in the case of any Shares, their market value as determined by the Security Agent by reference to a public index, independent valuation or by such other process as the Security Agent may select. The Chargor agrees that the method of valuation provided for in this clause 14 10 is commercially reasonable for the purposes of the Regulations

15 Receiver

15 1 Appointment of Receiver

Following the occurrence of an Event of Default or upon receipt of request from the Chargor for the Security Agent to appoint a Receiver, whether or not the Security Agent has entered into or taken possession of the whole or any part of the Security Assets pursuant to this Deed and subject to any applicable insolvency law

- (A) the Security Agent may, by writing under the hand of any authorised officer of the Security Agent, appoint a Receiver in relation to the Security Assets,
- (B) subject to the Insolvency Act 1986 the Security Agent may, from time to time, in similar manner, remove a Receiver and appoint another in his place,
- (C) the Security Agent may, either at the time of appointment or at any time thereafter, fix the remuneration of a Receiver,
- (D) the Security Agent and any agent or nominee wherever situated may, without further notice, exercise in respect of all or any part of the Shares and their Related Assets subject to the Security created by this Deed all the powers and rights exercisable by the registered holder of the Shares and their Related Assets and all other powers conferred on mortgagees by the LPA as varied or extended by this Deed, and
- (E) the Security Agent and any agent or nominee wherever situated may apply any dividends, interest or other payments received or receivable by the Security Agent or by such nominee in respect of the Shares and their Related Assets subject to the Security created by this Deed as if they were proceeds of sale

None of the restrictions imposed by the LPA in relation to the appointment of receivers, the giving of notice or otherwise shall apply

15.2 Delegation by Receiver

A Receiver may from time to time delegate, by power of attorney or otherwise, to any person any of his powers and discretions, whether arising by statute, the provisions of this Deed or otherwise, upon such terms and for such periods of time as he may in his discretion think fit and may from time to time terminate any such delegation. The Security Agent shall not be liable for any loss or damage arising from any such delegate's act, default, neglect or misconduct of any nature whatsoever.

16 Powers of Receiver

16.1 General powers

A Receiver has all the powers to do or abstain from doing anything which the Chargor could do or abstain from doing in relation to the Security Assets including, without limitation, the powers and discretions set out below in this clause, the powers conferred by Section 109 of the LPA (*Appointment, powers, remuneration and duties of receivers*) and, in the case of a Receiver who is an administrative receiver, the powers conferred by Section 29 of the Insolvency Act 1986 (*Definitions*) and Schedule 1 to the Insolvency Act 1986 (*Powers of administrator or administrative receiver*).

16.2 Possession

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

16.3 Dealings with Security Assets

A Receiver may, in each such case in such manner and generally on such terms as he may in his discretion think fit manage, insure or add to the Security Assets or concur in so doing, including entry into any agreement, deed or contract in relation thereto.

16.4 Sale of Security Assets

- (A) A Receiver may sell, exchange, convert into money and/or realise the Security Assets or concur in so doing by public auction or private contract and generally in such manner and on such terms as he may in his discretion think fit.
- (B) Without prejudice to the generality of clause 16.4(A), a Receiver may do any of these things for any valuable consideration, including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as a Receiver may in his discretion think fit.

16.5 Borrow money

- (A) For the purpose of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Deed or of defraying any costs (including, without limitation, his remuneration) which are incurred by him in the exercise of such powers, authorities or discretions or for any other purpose, a Receiver may raise and borrow money or incur any other liability either unsecured or secured on the Security Assets, either in priority to the security constituted by this Deed or otherwise, and generally on such terms as he may in his discretion think fit.
- (B) No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of any money so raised or borrowed.

16 6 Compromise and legal actions

A Receiver may

- (A) settle or compromise any claim, adjust any account, refer to arbitration any dispute, and deal with any question or demand relating in any way to the Security Assets, and
- (B) bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Security Assets,

as he may in his discretion think fit

16 7 Appointments and delegation

A Receiver may

- (A) appoint and discharge any manager, officer, agent, professional adviser, employee and any other person, upon such terms as he may in his discretion think fit, and
- (B) delegate his powers in accordance with this Deed

16 8 Receipts

A Receiver may give valid receipts for all monies and execute all assurances and things which he may in his discretion think proper or desirable for realising the Security Assets

16 9 Other

A Receiver may

- (A) do all such other acts and things as it may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Deed or otherwise incidental or conducive to the preservation, improvement or realisation of the Security Assets, and
- (B) use the name of the Chargor for any purpose in relation to this Deed

16 10 Receiver as agent of the Chargor

A Receiver is for all purposes the agent of the Chargor. Subject to the provisions of the Insolvency Act 1986, the Chargor is solely responsible for all of a Receivers' acts, defaults, neglect and misconduct of any nature whatsoever and for each Receivers' remuneration and costs, to the exclusion of liability on the part of the Security Agent

16 11 No obligation

No Receiver is obliged to exercise any of the powers set out in this clause

16 12 Several power

Where more than one Receiver is appointed, each Receiver has the power to act severally unless the Security Agent specifies otherwise in the appointment of such Receiver

16 13 Powers exercisable by the Security Agent

- (A) The Security Agent may exercise all powers granted to a Receiver by this Deed, whether as attorney of the Chargor or otherwise
- (B) The powers of a Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Security Agent and so that, without limitation, such powers are and remain exercisable by the Security Agent in respect of that part of the Security Assets in respect of which no appointment of a Receiver by the Security Agent is from time to time subsisting

17 Power of attorney

17 1 Appointment

The Chargor by way of security irrevocably appoints the Security Agent, any Receiver and any Delegate severally as its attorney (with full power of substitution), on its behalf and in its name or otherwise at such time and in such manner as the attorney may think fit

- (A) to do anything which the Chargor is obliged to do under this Deed, but has failed to do so on the date it was obliged so to do, and
- (B) to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Security Assets or under any Finance Document, the LPA or the Insolvency Act 1986

17 2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney does or purports to do under its appointment under this clause

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 Finance 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, then the liability of the Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred and each Finance Party shall be entitled to recover the value or amount of that payment, security or disposition from the Chargor

18 2 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its rights and/or obligations under this Deed (and whether or not known to it or any Finance Party) including, without limitation

- (A) any time, waiver or consent granted to, or composition with, any Obligor or other person,
- (B) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any other person,

- (C) 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 Obligor or other 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,
- (D) any incapacity or lack of power, authority or legal personality of, or dissolution or change in the members or status of, an Obligor or any other person,
- (E) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental, whether or not more onerous or of whatever nature) or replacement of a Finance Document or any other document or security, including without limitation, any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security,
- (F) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, or
- (G) any insolvency or similar proceedings

18.3 Immediate recourse

The Chargor waives any right it may have of first requiring any Finance Party (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 the Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

18.4 Appropriations

Until the Secured Liabilities have been irrevocably paid in full, any Finance Party (or any trustee or agent on its behalf) may

- (A) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (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 the Chargor shall not be entitled to the benefit of the same, and
- (B) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed

18.5 Deferral of the Chargor's rights

Until the Secured Liabilities have been irrevocably paid in full and unless the Security Agent otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed

- (A) to be indemnified by any Obligor or any other person,
- (B) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents,
- (C) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of

any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party,

- (D) to bring legal or other proceedings for an order requiring an Obligor to make any payment, or perform any obligation, in respect of which an Obligor has given a guarantee, undertaking or indemnity under any other Finance Document,
- (E) to exercise any right of set-off against any Obligor or other person, and/or
- (F) to claim or prove as a creditor of any Obligor or other person in competition with any Finance Party

If the Chargor 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 all amounts which may be or become payable to the Finance Parties by the Chargor under or in connection with the Finance Documents to be repaid in full) on trust for the Finance Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct

19 Payments

19.1 Set-off

- (A) The Security Agent may set off any matured obligation due from the Chargor under this Deed (to the extent beneficially owned by the Security Agent) against any matured obligation owed by the Security Agent to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off
- (B) All payments to be made by the Chargor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim

19.2 Taxes

The Chargor shall pay Tax and VAT in respect of any amount payable by it to the Security Agent any Receiver, Delegate or Finance Party under this Deed in accordance with the Facility Agreement

19.3 Default interest

Any amount due but unpaid by the Chargor under this Deed shall incur interest in accordance with the default interest provisions of the Facility Agreement

19.4 Continuation of accounts

- (A) At any time if any subsequent Security affects any Security Asset (other than any Security permitted by the Finance Documents), any Security Asset is disposed of or a petition is presented or resolution passed in relation to the winding-up of the Chargor (other than a frivolous or vexatious petition which is discharged, stayed or dismissed within 14 days of commencement), any Finance Party may
 - (1) close any account of the Chargor then existing, and
 - (2) open a new account in the name of the Chargor (whether or not it permits any existing account to continue)

- (B) If a Finance Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred, unless the Chargor has received written notice from a Finance Party to the contrary
- (C) All payments made to a Finance Party after such an event shall be credited to, or treated as having been credited to, the new account
- (D) No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the Secured Liabilities

19 5 Application of payments to the Security Agent

The Security Agent shall apply all amounts received or recovered under this Deed in satisfaction of, whether in whole or in part, the Secured Liabilities in accordance with the Facility Agreement

19 6 Business Days

- (A) Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not)
- (B) During any extension of the due date for payment of any amount under this Deed, interest is payable on the principal or the then due but unpaid amount at the rate payable on the original due date

19 7 Currency of account

- (A) Subject to paragraphs 19 7(B) and 19 7(C) below, sterling is the currency of account and payment for any sum due from the Chargor
- (B) All payments by the Chargor under this Deed (including damages for its breach) shall be made in the currency in which the relevant amount is denominated, or if different, is payable and to such account, with such person and such other manner as the Security Agent may direct
- (C) Any amount expressed to be payable in a currency other than sterling shall be paid in that other currency

19 8 Change of currency

- (A) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then
 - (1) any reference in this Deed to, and any obligations arising under this Deed in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Security Agent (after consultation with the Chargor), and
 - (2) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Security Agent (acting reasonably)
- (B) If a change in any currency of a country occurs, this Deed shall, to the extent the Security Agent (acting reasonably and after consultation with the Chargor)

specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Market and otherwise to reflect the change in currency

19 9 Day count convention

Any interest, commission or fee accruing under this Deed will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice

20 Calculations and certificates

20 1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Chargor are prima facie evidence of the matters to which they relate

20 2 Certificates and determinations

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

21 Release of Security

21 1 Release

At the end of the Security Period, the Security Agent shall, at the written request and cost of the Chargor, promptly take all action reasonably necessary to release the Security Assets from the Security created by or expressed to be created by this Deed and return all deeds and documents of title held by the Security Agent in relation to this Deed and execute and deliver such further deeds and documents as the Chargor may reasonably require to give effect to this clause

21 2 Retention

If the Security Agent considers that any amount paid or credited to it under a Finance Document or this Deed is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have irrevocably paid

22 Tacking

The Chargor acknowledges that each Finance Party shall comply with its obligations under the Finance Documents (including any obligation to make further advances)

23 No merger or prejudice

This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Security Agent of any other security at any time held by the Security Agent

24 **Partial invalidity**

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 the remaining provisions under the law of any other jurisdiction will in any way be affected or impaired

25 **Remedies and waivers**

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

26 **Changes to the Parties**

26 1 **Assignment and transfer by Chargor**

The Chargor may not assign any of its rights or transfer (whether by novation or otherwise) any of its rights or obligations under this Deed

26 2 **Assignment and transfer by the Security Agent**

The Security Agent may assign any of its rights or transfer (whether by novation or otherwise) any of its rights or obligations under this Deed to any person to which it is permitted to assign its rights or transfer any of its rights or obligations to under the terms of the Facility Agreement

27 **The Finance Documents**

The Chargor acknowledges the terms of the Finance Documents, including, without limitation, clause 10.3 (*Default interest*) and clause 27 (*Role of the Agent and the Arranger*) of the Facility Agreement

28 **Notices**

- (A) Subject to paragraph (B), every notice, request, demand or other communication under this Deed shall be made and delivered in accordance with the Facility Agreement
- (B) Notices, demands or other communications to be made or sent to the Chargor shall be made and sent to the address identified by its name below

29 **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

30 **Governing law**

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

31 **Enforcement**

31.1 **Jurisdiction**

- (A) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute")
- (B) Each Party agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- (C) This clause is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been entered into as a deed and delivered on the date stated at the beginning of this Deed.

EXECUTION PAGE

Chargor

EXECUTED and DELIVERED as a
DEED for and on behalf of
MNFI GENERAL PARTNER LIMITED
(acting in its capacity as general
partner of The MNFI Limited
Partnership)
in the presence of

)
)
)
)
)
)
)

JOHN CORBITT BARNARDY
J. Barnard

Witness Details:

Witness signature

Witness name

Witness address

WIMMIE GAYNE
KAY LARA DONNIS - GAYNE

BERWIN LEIGHTON PAISNER LL.
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Witness occupation

SOLICITOR

Notice Details:

Address

MNFI, Fulthorpe Suite, Wynyard Park House, Wynyard Avenue,
Wynyard, Billingham, TS22 5QF

Fax no

01740 645 819

Attention

Mr R Jefferson

Security Agent

SIGNED and DELIVERED as a DEED
by *D. C. A. Addenbrooke*
a duly authorised attorney of
Barclays Bank PLC
in the presence of



Witness Details.

Witness signature



Witness name

Aldo Plater

Witness address

*Simmons & Simmons, City Point,
1 Ropemaker Street, London,
EC2Y 9SS*

Witness occupation

Trainee Solicitor

