

MR01

Particulars of a charge

132964/65

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


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

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR0

For further information, please
refer to our guidance at

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge.
If 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. This will be
scanned and placed on the public record



A07 *A397R4VS* 02/06/2014 #72
COMPANIES HOUSE

MONDAY

1 Company details

Company number 0 7 3 9 5 3 1 2

Company name in full MELLI LIMITED

For official use

→ **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 d 2 d 8 m 0 m 5 y 2 y 0 y 1 y 4

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 U S. BANK TRUSTEES LIMITED

Name

Name

Name

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

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

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Description

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

Continuation page

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

Description

Please see attached continuation sheets.

5

Fixed charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to **Section 7**

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

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

CHFP025

04/13 Version 1.0

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Particulars of a charge

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Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X *Mills & Reeve LLP* X

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

MR01

Particulars of a charge



Presenter information

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

Contact name Alexander Pickett

Company name Mills & Reeve LLP

Address Botanic House

100 Hills Road

Post town Cambridge

County/Region Cambridgeshire

Postcode

C	B	2		1	P	H
---	---	---	--	---	---	---

Country United Kingdom

DX DX 122891 Cambridge 4

Telephone 01223 364422



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

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

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

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



Further information

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

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

CHFP025

04/13 Version 1.0

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Particulars of a charge

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Description

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

Description

The leasehold land known as Broomhouse Lane, Edlington, Doncaster registered at the Land Registry under title number SYK411730.

The freehold land known as Last Orders, Hillshead Road, Whitley Bay, NE25 8HS registered at the Land Registry under title number TY168744.

The freehold land known as Last Orders, Prince of Wales Public House, 4-6 Lawton Street, Congleton, CW12 1RP registered at the Land Registry under title number CH381833

The freehold land at Rotherfield Road, Sunderland, SR5 5DE registered at the Land Registry under title number TY374605

The freehold land know as The Bedroom, Zetland Road, Middlesbrough, TS1 1EH registered at the Land Registry under title numbers CE183996 and CE104875

The freehold land at 166 High Street West, Wallsend, NE28 8HZ registered at the Land Registry under title number TY236455

The freehold land known as The Balmoral Tavern, Balmoral Drive, Felling, Gateshead, NE10 9TR registered at the Land Registry under title number TY33066.

The leasehold land known as The Mowbray, 330 Oldham Road, Failsworth, Manchester, M35 0EN registered at the Land Registry under title number MAN25484.

The freehold land known as (12 Bar), 40-41 Church Street, Preston, PR1 3DH registered at the Land Registry under title number LA270682.

The freehold land known as The Talbot and land adjoining 117 Church Street, Stoke on Trent, ST4 1DB registered at the Land Registry under title number SF443852

The freehold land at 187 Adelphi Street, Preston, PR1 7BH registered at the Land Registry under title number LA375564

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4	Description
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security
Description	<p>The freehold land known as The Prince of Wales Public House, 172 Anchor Road, Longton, Stoke-on-Trent, ST3 5EF registered at the Land Registry under title number SF283773.</p> <p>The freehold land known as The Spring Cottage, 1 Fullwood Street, Ilkeston, DE7 8AZ registered at the Land Registry under title number DY306737.</p> <p>The leasehold land known as The Squirrel Inn, 146 Manchester Road, Ince, Wigan, WN2 2EA registered at the Land Registry under title number GM797528.</p> <p>The freehold land known as The Sett, Hollins Road, Oldham, OL8 3SY registered at the Land Registry under title number GM599590.</p> <p>The freehold land known as The Foresters, 17 Ford Green Road, Smallthorne, Stoke, ST6 1NT registered at the Land Registry under title number SF355254.</p> <p>The freehold land known as The Kings Arms, 9 Market Place, Heywood, Rochdale, OL10 4NL registered at the Land Registry under title number MAN110127.</p> <p>The freehold land known as The Old Roebuck, 18 Middleton Gardens, Middleton, Manchester, M24 4DF registered at the Land Registry under title number MAN107325</p> <p>The leasehold land known as The Foresters Arms, 377 Chorley Road, Swinton, M27 6AY registered at the Land Registry under title number GM946032</p> <p>The leasehold land known as The Welcome Inn, 72 and 74 Market Street, Farnworth, Bolton, BL4 7NY registered at the Land Registry under title number LA105427.</p> <p>The freehold land known as Last Orders, 116-118 Park Lane, Macclesfield, SK11 6UA registered at the Land Registry under title number CH358532.</p> <p>The leasehold land at 210 and land at the back of 210 Duckworth Street, Darwen, Lancashire, BB3 1PX registered at the Land Registry under title numbers LA697670 and LA934273.</p>

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Description

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

Description

The freehold land known as Broadway, 1 Whalley Road, Accrington, BB5 1AR registered at the Land Registry under title number LA710248

The freehold land known as The Colliery Public House, 3 Stanley Street, South Shields, NE34 0BX registered at the Land Registry under title number TY374169

The freehold land known as Sugar Reef, 15 Abbot Street, Wrexham, LL11 1TA registered at the Land Registry under title number CYM2000

The freehold land known as Victory Hotel, 105 Caunce Street, Blackpool, FY1 3NG registered at the Land Registry under title number LA767233.

The freehold land known as The Kings Arms, 105-111 Lord Street, Fleetwood, FY7 6LB registered at the Land Registry under title number LA883817.

The freehold land known as Golden Lion, 40 Gerard Street, Ashton-in-Makerfield, WN4 9AE registered at the Land Registry under title number GM865433

The freehold land known as The Old Bank, 50 Yorkshire Street, Oldham, OL1 1SN registered at the Land Registry under title number LA49798

The freehold land known as Last Orders (Radcliffe), Land on the north side of Water Street, Radcliffe, 28 Water Street, Radcliffe, Manchester, M26 4TW And the land lying to the north east of Water Street, Radcliffe registered under title numbers GM776284 and LA130453 (and part unregistered)

The freehold land known as The Royal Hotel, High Street, Runcorn, WA7 1AU registered at the Land Registry under title number CH391880.

The freehold land known as The Wheatsheaf Inn, High Street, Weaverham, Northwich, CW8 3EX registered at the Land Registry under title number CH398104.

The freehold land known as The Royal Oak Public House, 64 Warrington Road, Prescott, L34 5RE registered at the Land Registry under title number MS375833

The freehold land known as Last Orders, 2 Station Road and 4 Station Road, Morley, Leeds, LS27 8JW registered at the Land Registry under title numbers WYK450123 and WYK491665.

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Particulars of a charge

4	Description	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security
Description	<p>The freehold land known as Chompers Nightclub, North Street, Keighley registered at the Land Registry under title number WYK102351.</p> <p>The freehold land known as The Malbank Hotel, 14 Beam Street, Nantwich, CW5 5LL registered at the Land Registry under title number CH137232</p> <p>The freehold land known as Last Orders (The Butchers Arms), Willow Street, Oswestry, SY11 1JL registered at the Land Registry under title number SL73895.</p> <p>The freehold land known as The Wheatsheaf, 50 Water Lane, Preston, PR2 2NL registered at the Land Registry under title number LA504438.</p> <p>The freehold land and buildings on the east side of Station Road, Bamber Bridge registered at the Land Registry under title number LA800985.</p> <p>The freehold land known as Black Horse Hotel, Westhead Road, Croston, PR26 9RQ registered at the Land Registry under title number LA552077</p> <p>The leasehold land known as Skenners, 166 Elliot Street, Tyldesley, M29 8DS registered at the Land Registry under title number GM686557</p> <p>The freehold land known as Last Orders, Trunnah Road, Thornton-Cleveleys, FY5 4HF registered at the Land Registry under title number LA594719</p> <p>The freehold land known as Finn McCouls, 39 - 41 Church Street, Eccles, M30 0BJ registered at the Land Registry under title number GM820065</p> <p>The freehold land known as JJ Murphy's, 13-17 Manchester Road, Burnley, BB1 1HG registered at the Land Registry under title number LA883798.</p> <p>The freehold and leasehold land known as The Sun, 210, 216 and 220 Guide Lane, Audenshaw, Manchester, M34 5EE registered at the Land Registry under title numbers LA187858 (freehold) and LA212480 (leasehold)</p>	

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	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security
Description	<p>The freehold land known as The Saggarmaker, 31-33 Market Place, Stoke on Trent, ST6 3AG registered at the Land Registry under title number SF303586</p> <p>The freehold land known as The Derby Arms, Widnes Road, Widnes, WA8 6BL registered at the Land Registry under title number CH459763.</p> <p>The freehold land known as Ye Olde Bookmaker, 122 High Street, Redcar, TS10 3DH registered at the Land Registry under title number CE173083</p> <p>The freehold land at 42 Regent Street, Blyth, NE24 1LS registered at the Land Registry under title number ND122525</p> <p>The freehold land at 271 Talbot Road, Blackpool, FY3 7AZ registered at the Land Registry under title number LA883319.</p> <p>The freehold land known as The Ardwick, 32 Foxhall Road, Blackpool, FY1 5AD registered at the Land Registry under title number LA884819</p> <p>The freehold land at 115 Bridge Street, Warrington, Cheshire, WA1 2HR registered at the Land Registry under title number CH412422.</p> <p>The freehold land at 10 Speculation Place, Washington, NE37 2AL registered at the Land Registry under title number TY355287</p> <p>The freehold land at 76 and 78 Northgate, Blackburn, BB2 1AA registered at the Land Registry under title number LA622473.</p> <p>The freehold land at 27-29 Wallgate Wigan, WN1 1LD registered at the Land Registry under title number GM885920</p> <p>The freehold land at 2 Market Street, Mansfield, NG18 1JG registered at the Land Registry under title number NT280814.</p> <p>The freehold land at 107 Carlton Street, Castleford registered at the Land Registry under title number WYK688392</p>

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Description

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

Description

The freehold land at 13-15 Bodfor Street, Rhyl, Denbighshire, LL18 1AS registered at the Land Registry under title number CYM460194.

The freehold land known as The Castle & Anchor, 2 Church Road, Stockton on Tees, TS18 1TY registered at the Land Registry under title number CE149138

The leasehold land at 2 Kenworthy Street, Stalybridge, SK15 2DX registered at the Land Registry under title number GM633157.

The freehold land known as The King's Arms, Dalton Road, Barrow-in-Furness, LA14 1HY registered at the Land Registry under title number CU176349.

The freehold land known as The Shepherds Arms, 5 Church Street, Colne, BB8 0EB registered at the Land Registry under title number LA831017.

The freehold land known as County Borough Hotel, Bridgegate, Rotherham, S60 1PL registered at the Land Registry under title number SYK410398

The freehold land known as The Wellington, 22 Eastbank Street, Southport, PR8 1DT registered at the Land Registry under title number MS438044

The freehold land at 9 Princess Street, Wolverhampton, WV1 1HW registered at the Land Registry under title number SF49573.

The freehold land at 160 High Street, Scunthorpe, DN15 6EN registered at the Land Registry under title number HS57779.

The freehold land at 37 Corporation Road, Middlesbrough, TS1 1LT registered at the Land Registry under title number TES31231.

The freehold land at 2-4 Pitt Street, Barnsley, S70 1AW registered at the Land Registry under title number SYK450661

The freehold land known as The Raven Public House, Walker Street, Wellington, Telford, TF1 1BD registered at the Land Registry under title number SL112469.

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Description

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

Description

The freehold land at 4 Cornmarket, Pontefract, WF8 1BJ registered at the Land Registry under title number WYK687426.

The freehold land known as Old Crown, Crown Street, Northwich, CW9 5AX registered at the Land Registry under title number CH443444.

The freehold land known as George & Dragon, 7 King Street, Leigh, WN7 4LP registered at the Land Registry under title number GM855512

The freehold land known as G W Horners, Front Street, Chester le Street, DH3 3BE registered at the Land Registry under title number DU112740.

The freehold land at 55 Lee Lane, Horwich, Bolton, BL6 7AX registered at the Land Registry under title number GM702259

The freehold land known as Pitchers, 21 George Street, Halifax, HX1 1HA registered at the Land Registry under title number WYK692292

The freehold land known as Station Hotel, Hibson Road, Nelson, BB9 9SB registered at the Land Registry under title number LA727968.

The leasehold land known as Old Library Wine Bar, Main Street, Bingley, BD16 2HT registered at the Land Registry under title numbers WYK275190 and WYK316293.

The leasehold land at 1 Golden Hill Lane, Leyland, PR25 3NP registered at the Land Registry under title number LA846653

The freehold and leasehold land known as Angel's Bar, 72 Market Street and land at West Street Chorley, PR7 2SE registered under title numbers LAN133974 (freehold) and LA806234 (leasehold).

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Particulars of a charge

4	Description
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security
Description	<p>The freehold land known as Ma Murphy's Irish Bar, 17 Lines Street, Morecambe registered at the Land Registry under title numbers LA775658 and LA799134.</p> <p>The freehold land known as The Black Bull, Market Place, Doncaster, DN1 1LQ registered at the Land Registry under title number SYK389621.</p> <p>The freehold land known as The Tap & Tanner, Lord Hill House, Darwall Street, Walsall, WS1 1DA registered at the Land Registry under title number WM597728.</p> <p>The freehold land at 2-6 Percy Street, Stoke-on-Trent, ST1 1NE registered at the Land Registry under title number SF381077.</p> <p>The freehold land known as Ashley Hotel, 393 Long Lane, Rowley Regis, B65 0JE registered at the Land Registry under title number WM896900</p> <p>The freehold land at Market Place, 26-28 Bridge Street, St Helens, WA10 1NW registered at the Land Registry under title number MS436906.</p> <p>The freehold land known as The Unicorn Hotel, 35-37 Bridge Street, Worksop, Nottinghamshire, S80 1DA registered at the Land Registry under title number NT369902.</p> <p>The freehold land known as Bar Mondo, 508-514 Durham Road, Low Fell, Gateshead, NE9 6HU registered at the Land Registry under title number TY358735</p> <p>The freehold land known as The Bluebell Inn, 24-26 Cavendish Street, Chesterfield, S40 1UY registered at the Land Registry under title number DY90082.</p> <p>The freehold land known as Ebenezer Morley, 12-14 Anlaby Road, Hull, East Yorkshire, HU1 2PA registered at the Land Registry under title number HS373223</p> <p>The freehold land known as Caledonian Hotel, 17 Botchergate, Carlisle, CA1 1QP registered at the Land Registry under title number CU166351.</p>

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Particulars of a charge

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Description

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

Description

The freehold land known as The Micklegate, 127a Micklegate, York, YO1 6LB registered at the Land Registry under title number NYK140971

The freehold land known as The Black Bull, 2 Main Street, Ferryhill, DL17 8LA registered at the Land Registry under title number DU236261.

The freehold land known as White Horse Inn, Dudley Street, Sedgley, Dudley, DY3 1SA registered at the Land Registry under title numbers WM905642 and WM64658.

The freehold land known as Hobgoblin, 6 The Rushes, Loughborough, Leicestershire, LE11 5BE registered at the Land Registry under title number LT238233

The freehold land known as 22 Market Place, Long Eaton, Nottingham, NG10 1LT registered at the Land Registry under title number DY271339.

The freehold land at 1 High Street, Cheadle, SK8 1AX registered at the Land Registry under title numbers GM852671 and MAN72018.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7395312

Charge code: 0739 5312 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th May 2014 and created by MELLI LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd June 2014

01

Given at Companies House, Cardiff on 6th June 2014



Companies House



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

Execution version

DATED 28 MAY 2014

INGLEBY (1951) LIMITED (1)

and

THE COMPANIES LISTED IN (2)
SCHEDULE 1

U.S. BANK TRUSTEES LIMITED AS (3)
SECURITY AGENT

DEBENTURE

This deed is entered into subject to the terms of the Intercreditor Agreement
(as defined herein)

We certify that this is a true and complete copy of the original document.	
<i>Mills & Reeve LLP</i>	
For Mills & Reeve LLP, Solicitors	
Ref	Botanic House
Date 20/5/2014	100 Hills Road
	Cambridge
	CB2 1PH

MILLS & REEVE

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10 This Deed
EXECUTION PAGE

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THIS DEBENTURE is made on

28 MAY

2014

BETWEEN:

- (1) **INGLEBY (1951) LIMITED**, a company incorporated under the laws of England and Wales with registered number 08973412 and having its registered office at The Victory Offices, 112 Victory Road, Blackpool, England, FY1 3NW (the "**First Chargor**"),
- (2) **THE COMPANIES LISTED IN Schedule 1**, and
- (3) **U.S. BANK TRUSTEES LIMITED** a company incorporated under the laws of England and Wales with registered number 02379632 and having its registered office at 125 Old Broad Street, Fifth Floor, London, EC2N 1AR (the "**Security Agent**")

THIS DEED WITNESSES as follows

1 Interpretation

1.1 Definitions

In this Deed the following words and expressions shall have the following meanings

"**Accounts**" means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 7 (*Bank accounts*) as such accounts may be re-designated and/or renumbered from time to time;

"**Book Debts**" means all present and future book and other debts and monetary claims due or owing to a Chargor, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by a Chargor in relation to any of them,

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

"**Charged Contracts**" means in relation to any Chargor, those contracts (if any) brief particulars of which are set out in Schedule 6 (*Charged Contracts*),

"**Charged Property**" means all property, assets, rights and revenues of any Chargor from time to time comprised within the security constituted by this Deed (and references to the Charged Property shall include references to any part of it),

"Chargor" means the First Chargor and any company named in Schedule 1 (*The Chargors other than the First Chargor*), or any company which becomes a party by executing and delivering a Deed of Accession (together, the **"Chargors"**),

"Declared Default" means (a) a Senior Event of Default which has resulted in the Senior Agent exercising any of its rights under clause 25.22 (Acceleration) of the Senior Facilities Agreement or (b) a Mezzanine Event of Default which has resulted in the Mezzanine Agent exercising any of its rights under clause 25.22 (Acceleration) of the Mezzanine Facility Agreement,

"Deed of Accession" means a deed substantially in the form set out in Schedule 10 (*Deed of Accession*) subject to such variations as the Security Agent shall agree,

"Designated Account" means any account nominated by the Security Agent, following a Declared Default, as a designated account for the purposes of this Deed,

"Distributions" means all dividends, interest and other income paid or payable in respect of the Securities,

"Encumbrance" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect,

"Equipment" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by any Chargor, including any part of it and all spare parts, replacements, modifications and additions,

"Facility Agreements" means the Senior Facility Agreement and the Mezzanine Facilities Agreement,

"Final Discharge Date" has the meaning given to that term in the Intercreditor Agreement,

"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents,

"Financial Year" means a Financial Year (as such term is defined in the Senior Facility Agreement),

"Floating Charge Assets" means, at any time, all or any part of the Charged Property which is at that time the subject only of the floating charge created by this Deed and not at such time the subject of any fixed security,

"High Court" means the High Court of Justice in England and Wales,

"Insolvency Regulation" means EU Council Regulation 1346/2000,

"Insurances" means all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of any Chargor or (to the extent of its relevant interest) in which any Chargor has an interest,

"Insurance Proceeds" means the proceeds of any insurance claim received by any Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by such Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims), together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of any Chargor's ownership of any Insurances and all such Chargor's interest in any of the foregoing,

"Intellectual Property" means all patents, supplementary protection certificates, utility models, registered and unregistered trade and service marks, copyright, database rights, registered and unregistered rights in designs and, in each case, any extensions and renewals and any applications in respect of these rights together with the benefit of all agreements and licences now or in the future enjoyed by a Chargor relating to the use of these rights and all trade secrets, confidential information and know-how,

"Intercreditor Agreement" means the Intercreditor Agreement (as such term is defined in the Senior Facility Agreement),

"Intra-Group Loan Agreement" means the intra-group loan agreement dated on or about the date of this Deed between the companies listed in Schedule 1,

"LPA" means Law of Property Act 1925,

"Material Leasehold Property" means all leasehold property, beneficially owned by a Chargor with an unexpired term exceeding 25 years as of (a) the date of this deed, (b) the date of the Security Accession Deed or (c) the date on which the relevant property is acquired (as applicable) but excluding, for the avoidance of doubt, any rack rent leases and all shop leases,

"Mezzanine Event of Default" means an Event of Default (as such term is defined in the Mezzanine Facilities Agreement),

"Mezzanine Facilities Agreement" means the facilities agreement dated on or about the date of this Deed between, amongst others, the First Chargor, BlueBay Direct Lending I Investments (Luxembourg) S à r l and the Security Agent,

"Mezzanine Finance Documents" means the Finance Documents (as such term is defined in the Mezzanine Facility Agreement),

"Permitted Security" means Permitted Security (as such term is defined in the Senior Facility Agreement),

"Properties" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by any Chargor, or in which any Chargor holds an interest (including (but not limited to) the properties which are briefly described in Schedule 2 (*Property*)) together with any buildings, structures and fixtures thereon including trade and tenant fixtures and **"Property"** means any of them,

"Property Report" has the meaning given to that term in the Senior Facility Agreement,

"Receiver" means any one or more receivers and managers or (if the Security Agent so specifies in the relevant appointment) receivers appointed by the Security Agent pursuant to this Deed in respect of the Charged Property of any Chargor,

"Secured Obligations" means all monies, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred (before or after demand) by any Chargor to the Secured Parties under the Finance Documents and whether present or future, actual or contingent in any manner whatsoever, as principal or surety and whether alone or jointly with any other party or parties

including interest, commission, fees, legal and other costs, charges and expenses including (without limitation) under or in connection with the Finance Documents including for the avoidance of doubt the Uncommitted Facility,

"Secured Parties" has the meaning given to that term in the Intercreditor Deed and **"Secured Party"** means any of the **"Secured Parties"**,

"Securities" means all shares and securities and investments of any kind which are issued by any person (other than a Chargor) from time to time held by a Chargor or for a Chargor's account,

"Security Agent" means U S Bank Trustees Limited acting in its capacity as agent and trustee for the Secured Parties (including itself) in relation to the Security Documents for the purpose of and in accordance with the terms of the Finance Documents or such other or additional party or parties as may from time to time be appointed in that capacity pursuant to the Intercreditor Agreement,

"Senior Discharge Date" means the Senior Discharge Date (as such term is defined in the Intercreditor Agreement),

"Senior Event of Default" means an Event of Default (as such term is defined in the Senior Facility Agreement),

"Security Period" means the period from the date of this Deed to the Final Discharge Date,

"Senior Facility Agreement" means the facility agreement dated on or about the date of this Deed between, amongst others, the First Chargor, the Agent, the Security Agent and the Original Hedge Counterparties (as defined therein),

"Senior Finance Documents" means the Finance Documents (as such term is defined in the Senior Facility Agreement),

"Specified Shares" means in relation to a Chargor the Securities (if any) specified in Schedule 8 (*Specified Shares*) opposite its name,

"Supplemental Legal Mortgage" means a mortgage entered into by a Chargor in favour of the Security Agent in the form set out in Schedule 5 (*Form of Supplemental*

Legal Mortgage) in respect of any Property acquired by a Chargor after the date of this Deed,

"Uncommitted Facility" means the Uncommitted Facility (as such term is defined in the Mezzanine Facilities Agreement), and

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

1 2 Interpretation

In this Deed

1 2 1 references to **"Security Agent"**, any **"Finance Party"**, any **"Lender"** any **"Chargor"**, any **"Hedge Counterparty"**, any **"Party"**, any **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees, and in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents,

1 2 2 references to **"disposal"** means any disposal, sale, transfer, lease, surrender, assignment, loan, parting with or sharing of control, possession or occupation or diverting of rents or income relating to the Charged Property and any agreement, commitment or option in respect of the same and references to **"dispose"** shall be construed accordingly,

1 2 3 references to **"guarantee"** means any contract of guarantee, indemnity or surety or any other contract by which recourse is given to a person in relation to the performance of another person's obligations and whether as primary or secondary obligation or otherwise and howsoever described,

1 2 4 references to **"person"** shall include a company, partnership or unincorporated association and, where permitted by this Deed, that person's successors in title and assigns,

1 2 5 references to **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly,

- 1 2 6 references to "**security**" shall be construed as a reference to any mortgage, standard security, pledge, hypothecation, title retention, lien, charge, assignment by way of security or other arrangement howsoever described having the same or a similar effect,
- 1 2 7 references to any provision of law shall be deemed to include reference to such provision as amended or re-enacted from time to time whether before or after the date of this Deed,
- 1 2 8 references to "**this Deed**" or to a provision of this Deed, or any other document are references to it as amended, varied, novated, supplemented, extended, restated or acceded to from time to time whether before the date of this Deed or otherwise,
- 1 2 9 references to "**Finance Documents**", a "**Transaction Document**" or any other agreement or instrument is a reference to the Finance Documents, Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated (however fundamentally) from time to time,
- 1 2 10 the terms of the documents under which the Secured Obligations arise and of any side letters between the Chargor and the Security Agent relating to the Secured Obligations are incorporated in this Deed to the extent required for any purported disposition of the Charged Property to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989,
- 1 2 11 in relation to any Chargor which becomes a Party upon the execution and delivery of a Deed of Accession, (a) where any assets are identified by references to a schedule this includes assets identified in any corresponding or analogous schedule to such Deed of Accession and (b) provisions which apply by reference to the date of execution of this Deed shall apply by reference to the date of execution of such Deed of Accession,
- 1 2 12 references to this Deed include its Schedules,

- 1 2 13 references to a clause or Schedule are (unless otherwise stated) to a clause of, or a Schedule to, this Deed,
- 1 2 14 references in a Schedule or part of a Schedule to a paragraph are (unless otherwise stated) to a paragraph of that Schedule or that part of that Schedule,
- 1 2 15 clause headings in this Deed do not affect its interpretation,
- 1 2 16 use of the singular shall include the plural and vice versa,
- 1 2 17 any term or phrase defined in the Companies Act 2006 or the Insolvency Act 1986 (as the same may be amended from time to time) shall bear the same meaning in this Deed, and
- 1 2 18 unless otherwise defined in this Deed words and expressions defined in the Intercreditor Agreement or, if not defined in the Intercreditor Agreement, in the Senior Facility Agreement and, after the Senior Discharge Date, the Mezzanine Facility Agreement, shall bear the same meanings when used in this Deed

1 3 Clawback

If the Security Agent reasonably considers that an amount paid by a Chargor in respect of the Secured Obligations is capable of being avoided or otherwise set aside on the liquidation or administration of any Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed

1 4 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents under which the Secured Obligations arise and of any side letters between any parties in relation to the Facility Agreement are incorporated into this Deed to the extent required for any purported disposition of the Charged Property contained in this Deed to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

1 5 Perpetuity Period

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009)

1 6 Intercreditor Agreement

The terms of this Deed are subject to the terms of the Intercreditor Agreement and to the extent that there is any conflict or inconsistency between the terms of this Deed and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail

2 Covenant to pay

- 2 1 Each Chargor as primary obligor covenants with the Security Agent (as agent and trustee for the Secured Parties) that it will pay, discharge and perform the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents

3 Security

- 3 1 Each Chargor with full title guarantee subject to Permitted Security and encumbrances disclosed in any Property Report in favour of the Security Agent (as agent and trustee for the Secured Parties) and as continuing security for the payment, discharge and performance of the Secured Obligations

3 1 1 charges by way of first legal mortgage all Properties vested in the Chargor,

3 1 2 charges by way of first fixed charge

- (i) all other Properties which in the future becomes vested in any Chargor together with any other rights, title or interest of such Chargor in the Properties wherever situated,
- (ii) the Equipment,
- (iii) the Securities,
- (iv) all goodwill, Distributions and uncalled share capital of any Chargor,

- (v) all Intellectual Property,
- (vi) all Book Debts,
- (vii) the benefit of all security and guarantees and other rights now or in the future available to any Chargor,
- (viii) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account),
- (ix) the benefit of any hedging arrangements, futures transactions or treasury instruments,
- (x) to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being assigned under clause 3 1 3(i) but are capable of being effectively charged, the Insurances owned or in favour of any Chargor and all Insurance Proceeds either now or in the future held by or payable to any Chargor or in which any Chargor otherwise has an interest (to the extent of such interest),
- (xi) to the extent that they do not fall within any other provision of this clause 3 1 2, and are not effectively assigned under clause 3 1 3(ii), the Charged Contracts together with all of a Chargor's rights under any other agreement document or contract to which a Chargor is a party,
- (xii) the Accounts, and
- (xiii) the Specified Shares,

3 1 3 assigns and agrees to assign absolutely, the benefit of all of its rights, claims, title and interest in relation to

- (i) all Insurances and Insurance Proceeds present or future in relation to the Charged Property,
- (ii) the Charged Contracts together with all of a Chargor's rights under any other document or contract to which the Chargor is a party,

- 3 1 4 charges by way of floating charge all its property, assets, rights and revenues whatsoever and wheresoever present or future to the extent not otherwise effectively mortgaged, charged or assigned by clauses 3 1 1 to 3 1 3 (inclusive) above
- 3 2 The floating charge created under this Deed
- 3 2 1 is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986, and
- 3 2 2 shall automatically and without notice operate as a fixed charge instantly upon the occurrence of a Declared Default or if the Security Agent is of the view that any legal process or execution is being enforced against any asset or that any asset is in danger of being seized or otherwise in jeopardy
- 3 3 The Security Agent may at any time following a Senior Event of Default or a Mezzanine Event of Default which is continuing by notice in writing to any Chargor convert the floating charge created under this Deed into a fixed charge as regards such assets as it shall specify in the notice and by way of further assurance a Chargor will promptly execute a fixed charge over such assets in such form as the Security Agent shall require
- 3 4 Any asset acquired by a Chargor after any crystallisation of the floating charge created under this Deed which, but for such crystallisation, would be subject to a floating charge shall (unless the Security Agent confirms in writing to the contrary) be charged to the Security Agent as agent and trustee for the Secured Parties by way of first fixed charge
- 3 5 The Security Agent on behalf of the Secured Parties confirms the Secured Parties must perform their respective obligations to the extent arising under the Facility Agreements to make further advances. The mortgages and charges created by this Deed together secure any such further advances made by the Secured Parties
- 3 6 There shall be excluded from the charge created by clause 3 1 2(i) (Security) and from the operation of clause 6 (Further Assurance) any leasehold property held by a Chargor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor 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 or the Chargor has confirmed to the Security Agent in writing that such Excluded Property shall be included in the charge created by clause 3 (Security) and the operation of clause 6 (Further Assurance)

3.7 For each Excluded Property which is a Material Leasehold Property, each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within 14 days of the later of (i) the date of this deed, (ii) the date on which that Chargor accedes to this deed and (iii) the acquisition by that Chargor of the relevant leasehold interest (as applicable) and, in respect of each Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use reasonable endeavours to obtain that consent as soon as reasonably practicable and to keep the Security Agent informed of the progress of its negotiations

3.8 Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent under clause 3 (Security) and the requirement set out in Schedule 4 Part 3 paragraph 9 shall apply

4 Provisions relating to assignment

4.1 Each Chargor shall promptly upon receiving a request from the Security Agent, give notice of each charge or assignment of the assets listed in clause 3.1.3 by sending a notice in the form set out in Part 1 of Schedule 9 (*Notices*)

4.2 Each Chargor shall use its reasonable endeavours to procure that each party on whom a notice is served pursuant to clause 4.1, returns a signed acknowledgement to the Security Agent in the form of acknowledgement set out in Schedule 11 (*Notices*) within 14 days of it receiving a request under clause 4.1 to serve notice

4.3 Whilst no Senior Event of Default or Mezzanine Event of Default is continuing, the Security Agent shall permit the relevant Chargor to exercise its rights under any of the Charged Contracts provided that the exercise of the rights would not result in a Senior Event of Default or Mezzanine Event of Default

5 Continuing security

- 5 1 The security constituted by this Deed shall operate as a continuing security and shall extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge of any of the Secured Obligations or any other matter whatsoever
- 5 2 In the event that the security constituted by this Deed ceases to be a continuing security for whatever reason then the Security Agent may at that time open or be deemed to have opened a new account or accounts and to credit all or any money arising from the enforcement of the security constituted by this Deed or receivable hereunder to such new account(s) and such events shall not operate to reduce the amount of the Secured Obligations nor shall the liability of a Chargor be reduced or affected by any subsequent transactions, receipts or payments
- 5 3 If the Security Agent receives notice of any subsequent Encumbrance, or other interest, affecting all or part of the Charged Property, the Security Agent may open a new account for a Chargor in the Security Agent's books. Without prejudice to the Security Agent's right to combine accounts, no money paid to the credit of a Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Obligations
- 5 4 If the Security Agent does not open a new account immediately on receipt of notice under clause 5 3 then, unless the Security Agent gives express written notice to the contrary to a Chargor, all payments made by a Chargor to the Security Agent shall be treated as having been credited to a new account of a Chargor and not as having been applied in reduction of the Secured Obligations, as from the time of receipt of the relevant notice by the Security Agent

6 Further assurance

- 6 1 Each Chargor agrees that it shall promptly upon the request of the Security Agent execute and deliver at its own cost and expense any deed or document and do any act or thing or take any action reasonably required by the Security Agent in order to confirm or establish the validity and enforceability of or otherwise in connection with the creation, perfection, enhancement or protection of the security intended to be created, conferred on the Security Agent by or pursuant to this Deed (including without limitation) any further legal or other mortgages, charges or assignments

and/or notices in favour of the Security Agent, the waiver of any landlord's rights to levy distress against or enforce any similar or replacement remedy against any of the Charged Property and any instructions, instruments, transfers, renunciations and/or proxies in favour of the Security Agent or such other person as the Security Agent may direct together with any and all filings or registrations or notices or instructions or other steps required by the Security Agent

7 Preservation of rights

7 1 The security constituted by this Deed and the obligations of each Chargor contained herein and the rights and powers and remedies conferred on the Security Agent by this Deed shall be in addition to and shall not be merged with nor in any way be prejudiced or affected by any security or guarantee or judgment or order, right of recourse or other right whatsoever (whether contractual, legal or otherwise) now or at anytime hereafter held by the Security Agent or any other person nor by

7 1 1 any time, waiver, indulgence, consent or concession which any Secured Party may grant to or the terms of any composition or agreement that any Secured Party may enter into with any Chargor, or

7 1 2 any release or intermediate payment or discharge of the Secured Obligations, or

7 1 3 any amendment, novation, supplement, extension or replacement (however fundamental and whether more or less onerous) of the Secured Obligations, or

7 1 4 any legal limitation, disability, incapacity or lack of legal personality or power or authority on the part of any Chargor, or

7 1 5 any unenforceability, illegality or invalidity of the Secured Obligations or any obligations owed by any Chargor, or

7 1 6 any liquidation, winding up, dissolution, amalgamation, reconstruction, reorganisation, bankruptcy, administration or voluntary arrangement of any Chargor or the appointment of any Receiver or liquidator or trustee in bankruptcy in respect of the property or business or assets of any Chargor (or the equivalent of such proceedings, appointments or matters in any

jurisdiction) or the occurrence of any other circumstances affecting the liability of any Chargor

- 7 2 The Security Agent shall not be obliged to account to any Chargor, nor to any other person, for anything other than its own actual receipts which have not been distributed or paid to the person entitled (or whom the Security Agent, acting reasonably, believes to be entitled) in accordance with the requirements of the Deed

8 Indemnities and Exclusion of Liability

- 8 1 Each Chargor shall indemnify and keep indemnified (on a full indemnity basis) the Security Agent and any Receiver upon first demand in respect of all claims, costs, expenses and liabilities whatsoever from time to time incurred in relation to this Deed including (without limitation) all sums paid and expenses incurred by the Security Agent (and such costs and expenses shall be reasonable in relation to Clause 8 1 1(i)) in relation to

- 8 1 1 all legal, professional and other fees, stamp duty, stamp duty land tax, registration fees and taxes and any interest, penalties, costs and expenses resulting from any failure to pay such taxes or fees incurred by the Security Agent in connection with

- (i) the preparation and execution of this Deed and any release, discharge, reconveyance or reassignment of the Charged Property, and
- (ii) the protection, performance, preservation and enforcement of any rights under or in connection with this Deed and the transactions contemplated by it,

together in each case with any applicable VAT, and

- 8 1 2 all legal, professional and other fees, costs, losses, actions, claims, expenses, demands or liabilities howsoever and whenever arising which may be incurred by, or made against the Security Agent or any Receiver or against any manager, agent, officer or employee of any of them at any time relating to or arising directly or indirectly out of or as a consequence

of anything done or omitted to be done in the exercise or purported exercise of the powers contained in this Deed

- 8 2 Neither the Security Agent or any Receiver will be liable to any Chargor for any expense, loss, liability or damage incurred by such Chargor arising out of the exercise by such party of its rights or powers or any attempt or failure to exercise those rights or powers, except for any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct

9 Undertakings

- 9 1 Each Chargor covenants with the Security Agent in the terms set out in Schedule 3 (*Undertakings*)

10 Interest

- 10 1 Each Chargor agrees to pay interest to the Security Agent on any money demanded of it under this Deed accruing due to a Secured Party on a daily basis, from day to day, from the date of first demand until payment is made in full (as well after as before judgment or any liquidation or bankruptcy) at the rate of interest which is the default rate of interest agreed to be payable in respect of the Secured Obligations as calculated in accordance with the Finance Documents

11 Amounts payable

- 11 1 All payments by a Chargor under this Deed shall be made

11 1 1 without set off, retention or counterclaim, and

11 1 2 free and clear of withholding or deduction of any taxes except to the extent that a Chargor is required by law to make such withholding or deduction in which case a Chargor shall pay such amount as will result in the receipt by the Security Agent of the sums that would have been receivable by it in the absence of such withholding or deduction in respect of the Secured Obligations under this Deed

- 11 2 The obligations of any Chargor to make payments under this Deed are in the currency of the Secured Obligations and shall not be discharged or satisfied by the receipt by the Security Agent of any monies expressed or converted into any other

currency and to the extent there is any shortfall between amounts due under this Deed in one currency and receipt by the Security Agent in another currency then the Security Agent shall be entitled to recover the amount of any shortfall from a Chargor and to sell any currency received for the currency due and each Chargor shall indemnify the Security Agent against the full cost incurred in relation to such sale. The Security Agent shall not have any liability to a Chargor in respect of any loss arising from any fluctuation in exchange rates after such sale.

- 11.3 The Security Agent may (but is not obliged to) set off any obligation in respect of the Secured Obligations which is due and payable by any Chargor against any obligation (contingent or otherwise) owed by the Security Agent to a Chargor and apply any money held for the account of any Chargor in such order as it shall deem in its absolute discretion appropriate.

12 Enforcement

- 12.1 Upon the occurrence of a Declared Default all of the Secured Obligations shall immediately become due and payable and the Security Agent may upon the instructions of the Agent, without notice to a Chargor enforce all or any part of the security constituted by this Deed at such times, in the manner and on such terms as it thinks fit including (without limitation) the appointment of a Receiver to all or any part of the Charged Property or as the Majority Senior Creditors or, subject to the terms of the Intercreditor Agreement, the Majority Mezzanine Lenders (as defined in the Intercreditor Agreement) direct.
- 12.2 Section 103 LPA shall not apply to this Deed and the power of sale under section 101 LPA and all other powers conferred on the Security Agent and any Receiver by this Deed shall operate as a variation and extension of the statutory powers of sale and other powers under the LPA and such powers shall arise (and the Secured Obligations shall be deemed due and payable for these purposes) on the execution of this Deed.
- 12.3 The restrictions contained in section 93 LPA shall not apply to this Deed but the Security Agent shall have the same right to consolidate this Deed and the money covenanted to be paid with any other security.
- 12.4 The statutory powers of leasing may be exercised by the Security Agent at any time following a Declared Default and the Security Agent and any Receiver may make any

lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by sections 99 or 100 LPA

12 5 The protection given to purchasers and persons dealing with a Receiver in the LPA will apply to purchasers and any other persons dealing with the Security Agent or any Receiver and no purchaser or other person dealing with the Security Agent or any Receiver will be bound to see or inquire whether the right of the Security Agent or any Receiver to exercise any of its or his powers has arisen or become exercisable nor be concerned with any propriety or regularity on the part of the Security Agent or any Receiver in such exercise or dealings or whether any amount remains secured by this Deed

12 6 The powers conferred by this Deed on the Security Agent are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the LPA, the Insolvency Act 1986 or otherwise by law and in the case of any conflict between the powers contained in any such Act and those conferred by this Deed the terms of this Deed will prevail

13 Receivers

13 1 At any time after having been requested to do so by a Chargor or after the occurrence of a Declared Default or this Deed having become enforceable and save to the extent prohibited by section 72A Insolvency Act 1986 the Security Agent may in writing by deed or otherwise and without prior notice to a Chargor appoint one or more persons to be a Receiver of the whole or any part of the Charged Property and the Security Agent may, from time to time, in similar manner, remove a Receiver and appoint another or others in substitution thereof

13 2 Each person appointed to be a Receiver pursuant to this Deed will be

13 2 1 entitled to act independently or jointly with any other person appointed as a receiver except to the extent that the Security Agent may specify to the contrary in the appointment,

13 2 2 for all purposes deemed the agent of a Chargor who shall be solely responsible for his acts, defaults and liabilities and for the payment of his

remuneration and at no time shall a receiver act as agent for the Security Agent, and

- 13 2 3 entitled to remuneration at a rate to be fixed by the Security Agent from time to time (without being limited to any maximum rate)
- 13 3 The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the LPA (as extended by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Property
- 13 4 Any Receiver shall have and be entitled to exercise, in relation to the Charged Property all rights and powers as the Security Agent shall see fit as though the Security Agent was absolute owner of the Charged Property, including (without limitation) the rights and powers set out in Schedule 4 (*Powers of Receivers*)
- 13 5 The receipt of the Security Agent or any Receiver shall be conclusive discharge to any purchaser and, in making any disposal of any of the Charged Property the Security Agent or any Receiver may do so for such consideration, in such manner and on such terms as the Security Agent or any receiver thinks fit
- 13 6 Neither the Security Agent nor any Receiver nor any officer, employee or agent of the Security Agent or any Receiver shall be deemed to be or in any way liable to account as mortgagee in possession in respect of all or any Charged Property or be liable in any way to any Chargor or any other person for the manner of exercise or non exercise of any powers or rights of the Security Agent or any Receiver or for any act or default or omission of any nature whatsoever, other than as a consequence of its own gross negligence, fraud or wilful misconduct
- 13 7 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Security Agent or any Receiver may be exercised or made in the Security Agent's or any Receiver's absolute and unfettered discretion without any obligation to give reasons

14 Appropriations and application of proceeds

- 14 1 The Security Agent may apply or refrain from applying any money or property received by it in or towards payment or discharge of any liability in respect of the

Secured Obligations in such order or manner as it sees fit or determines and hold any money received by it in an interest bearing suspense account or on account of any Chargor's liabilities under this Deed

- 14 2 If the Security Agent (or any Receiver) enforces the security constituted by this Deed at a time when no amount in respect of the Secured Obligations is due and payable, or when the amount due and payable is not ascertained, the Security Agent (or any Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account. The Security Agent may withdraw amounts standing to the credit of such suspense account for application in or towards discharge of the Secured Obligations

15 Immediate recourse

- 15 1 The Security Agent shall not be obliged to proceed first against, or enforce any rights or security or claim payment from any person before claiming any benefit under this Deed and each Chargor hereby waives any contrary right it may have whether arising under law or otherwise

16 Assignment and delegation

- 16 1 The Security Agent may (without notice to or the prior consent of a Chargor) assign or transfer all or any of its rights or powers under this Deed to any person whether in connection with an assignment or transfer or the grant of participation in respect of the Secured Obligations or otherwise and may disclose to any potential assignee, transferee or participant such confidential information about a Chargor and this Deed as it shall deem appropriate
- 16 2 A Chargor may not assign or transfer any of its rights or obligations under this Deed
- 16 3 The Security Agent and any Receiver may from time to time employ professional advisors and delegate by power of attorney or otherwise to any person any of the powers and discretions of the Security Agent or any Receiver whether arising by statute, the provisions of this Deed or otherwise upon such terms and for such periods of time as they may think fit (disclosing such confidential information about any Chargor or this Deed as the Security Agent or any Receiver sees fit) and may at any time determine any such employment or delegation. At no time will either the

Security Agent or any Receiver be liable to a Chargor for any loss or damage arising from any act, default, omission or misconduct of any person

17 Miscellaneous

- 17 1 If any term or provision of this Deed shall be determined to be or becomes invalid, illegal or unenforceable all other terms and provisions of this Deed shall nevertheless be valid, legal and enforceable to the fullest extent permitted by law
- 17 2 No failure or delay on the part of the Security Agent to exercise any right, remedy or power under this Deed or in respect of the Secured Obligations shall operate as a waiver nor shall any partial or defective exercise preclude or impair any other further exercise of that or any other right, remedy or power
- 17 3 No failure by the Security Agent to give any notice which it is required to give in respect of a Chargor shall affect or impair the liability of a Chargor to any Secured Party under this Deed
- 17 4 At any time after a Declared Default has occurred or this Deed has become enforceable the Security Agent may redeem or take a transfer of any security ranking in priority to the security constituted by this Deed. The Security Agent may agree the accounts of the holder of any such prior security which agreement shall be binding and conclusive on a Chargor. Any amount paid in connection with such transfer shall be payable on demand by a Chargor to the Security Agent
- 17 5 The powers which this Deed confers on the Security Agent are cumulative, without prejudice to its powers under general law, and may be exercised as often as the Security Agent thinks appropriate
- 17 6 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act
- 17 7 This Deed may be executed in two or more counterparts each of which shall constitute an original but which, when taken together, shall constitute one agreement
- 17 8 Any certificate signed as correct by the Security Agent, showing the amount due under this Deed and any determination by the Security Agent under this Deed shall

be binding and conclusive on and against any Chargor in the absence of manifest error

- 17 9 All consents, notices and demands required in connection with this Deed must be in writing. The Security Agent may deliver a notice or demand to a Chargor at its registered office or at the contact details last known by the Security Agent. A notice or demand signed by an official of the Security Agent will be effective at the time of personal delivery, on the second Business Day after posting, or, if by fax, at the time of sending, if sent before 6.00pm on a Business Day, or otherwise on the next Business Day. A notice from a Chargor to the Security Agent will be effective on receipt.
- 17 10 Each Chargor has entered into this Deed in consideration of the Secured Parties agreeing to provide (or continue to provide) finance facilities to it on the terms agreed in the Finance Documents.
- 17 11 Subject to clause 1 6, if there is any conflict between the provisions of this Deed and the provisions of the Senior Facility Agreement, the Senior Facility Agreement shall prevail until the Senior Discharge Date, after which time if there is any conflict between the provisions of the Mezzanine Facility Agreement and this Deed the Mezzanine Facility Agreement shall prevail.
- 17 12 If any party is not bound by this Deed (or any part of it) for any reason, this does not affect the obligations of each other Party under this Deed (or under the relevant part).
- 17 13 A company which is required by or pursuant to the provisions of the Finance Documents to become a Chargor, or which the Security Agent agrees may become a Chargor, (a "**New Chargor**") shall deliver to the Security Agent a Deed of Accession, duly executed by the New Chargor and by the First Chargor (for itself and as agent for each other Chargor), and shall become a Party when such Deed of Accession has been executed by the Security Agent and delivered.
- 17 14 This Deed is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other Security or guarantee which the Security Agent may now or at any time after the date of this Deed hold for or in respect of the Secured Obligations.

- 17 15 Each Chargor submitting this Deed or any counterpart to the Land Registry shall, on each occasion, also submit a certified copy of this Deed and request the return of the original and upon the return of the original it shall deliver such original to the Security Agent
- 17 16 Upon the expiry of the Security Period or on a Permitted Disposal (as defined in the Senior Facility Agreement), the Security Agent shall at the request and cost (such cost to be reasonable) of the Chargors, promptly take whatever action is reasonably necessary to release the Charged Assets from the security constituted by this Deed which in the case of a Permitted Disposal is pursuant to and in accordance with clause 12 2 of the Intercreditor Agreement

18 Power of attorney

- 18 1 Upon the occurrence of a Declared Default, by way of security each Chargor irrevocably appoints each of the Security Agent (whether or not a Receiver has been appointed) and also (as a separate appointment) any Receiver jointly and severally to be its attorney with full power of delegation in its names and on its behalf
- 18 1 1 to sign, execute, seal, complete and deliver any document, deed, agreement, instrument or act which the Security Agent or any Receiver may require for perfecting the title of the Security Agent to the Charged Property or for vesting the same in the Security Agent, its nominees or any purchaser or generally for the purposes set out in this Deed,
- 18 1 2 to sign, execute, seal, complete and deliver any further deed or document required pursuant to clause 6 1, and
- 18 1 3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Agent or a Receiver under this Deed or which may be deemed expedient by the Security Agent or a Receiver in connection with any disposal of the Charged Property, realisation or getting in of the Charged Property or any part of it or in connection with any other exercise of any power under this Deed

19 Governing law and jurisdiction

19 1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law

19 2 Each Chargor hereby irrevocably

19 2 1 agrees for the benefit of the Security Agent that the High Court shall have exclusive jurisdiction in relation to any claim or dispute concerning this Deed and/or any non-contractual obligation arising out of or in connection with this Deed and in relation to the enforcement of any judgment relating to any such claim or dispute, and

19 2 2 waives any right that it may have to object to an action being brought in the High Court or to claim *Forum Non Conveniens* or that the action had otherwise been brought in an inconvenient forum or that the High Court does not have jurisdiction

19 3 The submission by a Chargor to the jurisdiction of the High Court provided above shall not give rise to any limit on the Security Agent's right to bring legal proceedings in any court having competent jurisdiction or in any court which the Security Agent believes to have competent jurisdiction at the time legal proceedings are issued. Legal proceedings brought by the Security Agent in one or more jurisdictions shall not preclude any legal proceedings by the Security Agent in any other jurisdiction or jurisdictions

20 Service of process

20 1 Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales)

20 1 1 irrevocably appoints the First Chargor as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed (and the First Chargor by execution of this Deed, accepts that appointment), and

20 1 2 agrees that failure by an agent for service of process to notify the relevant Chargor of the process will not invalidate the proceedings concerned

- 20 2 If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the First Chargor (on behalf of all the Chargors) shall immediately (and in any event within seven days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose.

21 Communications

- 21 1 The address and fax number (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

21 1 1 in the case of each of the First Chargor and the Security Agent those given for it in the Facility Agreements,

21 1 2 in the case of any other Chargor, that notified in writing to the Security Agent (whether in that capacity or in any other capacity) on or prior to the date on which it becomes a Party or a party to a Facility Agreement, and

21 1 3 in the case of each Receiver and each Delegate, those notified in writing to the Security Agent (whether in that capacity or in any other capacity) by such Receiver or Delegate (or by the Security Agent on its behalf) as soon as practicable after its appointment,

or any substitute address, fax number or department or officer as the relevant person may notify to the Security Agent (or as the Security Agent may notify to the other Parties, if a change is made by the Security Agent) by not less than five Business Days' notice

- 21 2 Each Chargor (other than the First Chargor) by its execution of this Deed or a Deed of Accession irrevocably appoints the First Chargor to act on its behalf as its agent in relation to any Security Document and irrevocably authorises

21 2 1 the First Chargor on behalf of such Chargor to supply to the Security Agent all information concerning such Chargor contemplated by this Deed and to complete and give all notices, requests and instructions, to execute on its behalf any Deed of Accession and any other Security Document, to make such agreements and to effect the relevant amendments,

supplements and variations capable of being given, made or effected by such Chargor, without (in any case) further reference to or the consent of such Chargor, and

21 2 2 the Security Agent to give or make to the First Chargor (and not to such Chargor) any notice, demand or other communication concerning such Chargor pursuant to the Security Documents,

and in each case such Chargor shall be bound as though such Chargor itself had given the information, notices, requests and instructions or executed or made the Deed of Accession, such other Security Documents or such agreements, or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication

IN WITNESS WHEREOF this Deed has been executed as a deed by each Chargor and signed by the Security Agent and is intended to be and is hereby delivered on the date first above written

Schedule 1

The Chargors (other than the First Chargor)

Company Name	Company Number	Registered Office
Ingleby (1951) Limited	08973412	The Victory Offices, 112 Victory Road, Blackpool, England, FY1 3NW
Ingleby (1952) Limited	08973489	The Victory Offices, 112 Victory Road, Blackpool, England, FY1 3NW
Apis Limited	07395287	The Victory Offices, 112 Victory Road, Blackpool, Lancashire, FY1 3NW
Melli Limited	07395312	The Victory Offices, 112 Victory Road, Blackpool, Lancashire, FY1 3NW
Amber Taverns Limited	05335601	The Victory Offices, 112 Victory Road, Blackpool, Lancashire, FY1 3NW,

Schedule 2

Property

	Registered Proprietor	Pub Name	Property Description	Title Number & Tenure
1	Amber Taverns Limited	The Tumbler	Broomhouse Lane Edlington Doncaster	SYK411730 (leasehold)
2	Amber Taverns Limited	Last Orders Whitley Bay	Last Orders Hillshead Road Whitley Bay NE25 8HS	TY168744 (freehold)
3	Amber Taverns Limited	Phoenix Tap	Last Orders Prince of Wales Public House 4-6 Lawton Street Congleton CW12 1RP	CH381833 (freehold)
4	Amber Taverns Limited	Last Orders Sunderland	Rotherfield Road Sunderland SR5 5DE	TY374605 (freehold)
5	Amber Taverns Limited	Last Orders Middlesbrough	The Bedroom Zetland Road Middlesbrough TS1 1EH	CE183996 (freehold) CE104875 (freehold)
6	Amber Taverns Limited	Last Orders Wallsend	166 High Street West Wallsend NE28 8HZ	TY236455 (freehold)
7	Amber Taverns Limited	Last Orders Felling	The Balmoral Tavern Balmoral Drive Felling Gateshead NE10 9TR	TY33066 (freehold)
8	Amber Taverns Limited	The Mowbray	The Mowbray 330 Oldham Road Failsworth Manchester M35 0EN	MAN25484 (leasehold)
9	Amber Taverns Limited	Bears Paw	(12 Bar) 40-41 Church Street Preston PR1 3DH	LA270682 (freehold)
10	Amber Taverns Limited	The Talbot	The Talbot and land adjoining 117 Church Street Stoke on Trent ST4 1DB	SF443852 (freehold)
11	Amber Taverns Limited	Wellfield	187 Adelphi Street Preston PR1 7BH	LA375564 (freehold)
12	Amber Taverns Limited	Last Orders Longton	The Prince of Wales Public House 172 Anchor Road Longton Stoke-on-Trent ST3 5EF	SF283773 (freehold)

13	Amber Taverns Limited	Spring Cottage	The Spring Cottage 1 Fullwood Street Ilkeston DE7 8AZ	DY306737 (freehold)
14	Amber Taverns Limited	Squirrel	The Squirrel Inn 146 Manchester Road Ince Wigan WN2 2EA	GM797528 (leasehold)
15	Amber Taverns Limited	Welcome Inn Oldham	The Sett Hollins Road Oldham OL8 3SY	GM599590 (freehold)
16	Amber Taverns Limited	Forresters	The Foresters 17 Ford Green Road Smallthorne Stoke ST6 1NT	SF355254 (freehold)
17	Amber Taverns Limited	The Kings Heywood	The Kings Arms 9 Market Place Heywood Rochdale OL10 4NL	MAN110127 (freehold)
18	Amber Taverns Limited	The Roebuck	The Old Roebuck 18 Middleton Gardens Middleton Manchester M24 4DF	MAN107325 (freehold)
19	Amber Taverns Limited	Last Orders Swinton	The Foresters Arms 377 Chorley Road Swinton M27 6AY	GM946032 (leasehold)
20	Amber Taverns Limited	Welcome Inn Farnworth	The Welcome Inn 72 and 74 Market Street Farnworth Bolton BL4 7NY	LA105427 (leasehold)
21	Amber Taverns Limited	Last Orders Macclesfield	Last Orders 116-118 Park Lane Macclesfield SK11 6UA	CH358532 (freehold)
22	Amber Taverns Limited	The Cock	210 and land at the back of 210 Duckworth Street Darwen Lancashire BB3 1PX	LA697670 (leasehold) LA934273 (leasehold)
23	Amber Taverns Limited	The Broadway	Broadway 1 Whalley Road Accrington BB5 1AR	LA710248 (freehold)
24	Amber Taverns Limited	Last Orders South Shields	The Colliery Public House 3 Stanley Street South Shields NE34 0BX	TY374169 (freehold)
25	Amber Taverns Limited	Cross Foxes	Sugar Reef 15 Abbot Street Wrexham LL11 1TA	CYM2000 (freehold)

26	Amber Taverns Limited	The Victory	Victory Hotel 105 Counce Street Blackpool FY1 3NG	LA767233 (freehold)
27	Amber Taverns Limited	The Kings Fleetwood	The Kings Arms 105-111 Lord Street Fleetwood FY7 6LB	LA883817 (freehold)
28	Amber Taverns Limited	The Golden Lion	Golden Lion 40 Gerard Street Ashton-in-Makerfield WN4 9AE	GM865433 (freehold)
29	Amber Taverns Limited	The Old Bank	The Old Bank 50 Yorkshire Street Oldham OL1 1SN	LA49798 (freehold)
30	Amber Taverns Limited	Royal Oak Radcliffe	Last Orders (Radcliffe) Land on the north side of Water Street, Radcliffe, 28 Water Street, Radcliffe, Manchester M26 4TW And the land lying to the north east of Water Street, Radcliffe	GM776284 (freehold) LA130453 (freehold) (and part unregistered)
31	Amber Taverns Limited	The Royal Runcorn	The Royal Hotel High Street Runcorn WA7 1AU	CH391880 (freehold)
32	Amber Taverns Limited	Wheatsheaf Weaverham	The Wheatsheaf Inn High Street Weaverham Northwich CW8 3EX	CH398104 (freehold)
33	Amber Taverns Limited	Royal Oak Prescot	The Royal Oak Public House 64 Warrington Road Prescot L34 5RE	MS375833 (freehold)
34	Amber Taverns Limited	The Royal Morley	Last Orders 2 Station Road and 4 Station Road Morley Leeds LS27 8JW	WYK450123 (freehold) WYK491665 (freehold)
35	Amber Taverns Limited	Last Orders/Berlins	Chambers Nightclub North Street Keighley	WYK102351 (freehold)
36	Amber Taverns Limited	Malbank	The Malbank Hotel 14 Beam Street Nantwich CW5 5LL	CH137232 (freehold)
37	Amber Taverns Limited	Butchers	Last Orders (The Butchers Arms) Willow Street Oswestry SY11 1JL	SL73895 (freehold)
38	Amber	Wheatsheaf	The Wheatsheaf	LA504438 (freehold)

	Taverns Limited	Ashton	50 Water Lane Preston PR2 2NL	
39	Amber Taverns Limited	Pump & Truncheon Bamber Bridge	The freehold land and buildings on the east side of Station Road, Bamber Bridge	LA800985 (freehold)
40	Amber Taverns Limited	Black Horse	Black Horse Hotel Westhead Road Croston PR26 9RQ	LA552077 (freehold)
41	Amber Taverns Limited	Skenning Bobs	Skenners 166 Elliot Street Tyldesley M29 8DS	GM686557 (leasehold)
42	Amber Taverns Limited	Sandyforth Arms	Last Orders Trunnah Road Thornton-Cleveleys FY5 4HF	LA594719 (freehold)
43	Amber Taverns Limited	The Nags Eccles	Finn McCouls 39 - 41 Church Street Eccles M30 0BJ	GM820065 (freehold)
44	Amber Taverns Limited	The Big Window	JJ Murphy's 13-17 Manchester Road Burnley BB1 1HG	LA883798 (freehold)
45	Amber Taverns Limited	The Sun	The Sun 210, 216 and 220 Guide Lane Audenshaw Manchester M34 5EE	LA187858 (freehold) LA212480 (leasehold)
46	Amber Taverns Limited	The Saggarmakers	The Saggarmaker 31-33 Market Place Stoke on Trent ST6 3AG	SF303586 (freehold)
47	Amber Taverns Limited	The Derby Arms	The Derby Arms Widnes Road Widnes WA8 6BL	CH459763 (freehold)
48	Amber Taverns Limited	The Stockton	Ye Olde Bookmaker 122 High Street Redcar TS10 3DH	CE173083 (freehold)
49	Amber Taverns Limited	Last Orders Blyth	42 Regent Street Blyth NE24 1LS	ND122525 (freehold)
50	Amber Taverns Limited	The Queens	271 Talbot Road Blackpool FY3 7AZ	LA883319 (freehold)
51	Amber Taverns Limited	The Ardwick	The Ardwick 32 Foxhall Road Blackpool FY1 5AD	LA884819 (freehold)
52	Amber Taverns Limited	Bridges	115 Bridge Street, Warrington Cheshire WA1 2HR	CH412422 (freehold)
53	Amber	Last Orders	10 Speculation Place	TY355287 (freehold)

	Taverns Limited	Washington	Washington NE37 2AL	
54	Amber Taverns Limited	The Blackburn Times	76 and 78 Northgate Blackburn BB2 1AA	LA622473 (freehold)
55	Amber Taverns Limited	The Berkeley	27-29 Wallgate Wigan WN1 1LD (Berkeley Square)	GM885920 (freehold)
56	Amber Taverns Limited	The Byron	2 Market Street Mansfield NG18 1JG	NT280814 (freehold)
57	Amber Taverns Limited	The Lamplighters	107 Carlton Street Castleford	WYK688392 (freehold)
58	Amber Taverns Limited	The Bodfor	13-15 Bodfor Street Rhyl Denbighshire LL18 1AS	CYM460194 (freehold)
59	Amber Taverns Limited	Castle and Anchor	The Castle & Anchor 2 Church Road Stockton on Tees TS18 1TY	CE149138 (freehold)
60	Amber Taverns Limited	The Lord Stamford	2 Kenworthy Street Stalybridge SK15 2DX	GM633157 (leasehold)
61	Amber Taverns Limited	The Kings Arms Barrow	The King's Arms Dalton Road Barrow-in-Furness LA14 1HY	CU176349 (freehold)
62	Amber Taverns Limited	The Duke of Lancaster	The Shepherds Arms 5 Church Street Colne BB8 0EB	LA831017 (freehold)
63	Amber Taverns Limited	The County	County Borough Hotel Bridgegate Rotherham S60 1PL	SYK410398 (freehold)
64	Amber Taverns Limited	The Wellington	The Wellington 22 Eastbank Street Southport PR8 1DT	MS438044 (freehold)
65	Amber Taverns Limited	The Billy Wright	9 Princess Street Wolverhampton WV1 1HW	SF49573 (freehold)
66	Amber Taverns Limited	The Penny Bank	160 High Street Scunthorpe DN15 6EN	HS57779 (freehold)
67	Amber Taverns Limited	The Pig Iron	37 Corporation Road Middlesbrough TS1 1LT	TES31231 (freehold)
68	Amber Taverns Limited	Chennells	2-4 Pitt Street Barnsley S70 1AW	SYK450661 (freehold)
69	Amber Taverns Limited	Raven	The Raven Public House Walker Street Wellington Telford TF1 1BD	SL112469 (freehold)

70	Amber Taverns Limited	The Green Dragon	4 Cornmarket Pontefract WF8 1BJ	WYK687426 (freehold)
71	Amber Taverns Limited	The Swinging Witch	Old Crown Crown Street Northwich CW9 5AX	CH443444 (freehold)
72	Amber Taverns Limited	George & Dragon	George & Dragon 7 King Street Leigh WN7 4LP	GM855512 (freehold)
73	Amber Taverns Limited	G W Horners	G W Horners Front Street Chester le Street DH3 3BE	DU112740 (freehold)
74	Amber Taverns Limited	The Saddle	55 Lee Lane Horwich Bolton BL6 7AX	GM702259 (freehold)
75	Amber Taverns Limited	Bow Legged with Brass, Halifax)	Pitchers 21 George Street Halifax HX1 1HA	WYK692292 (freehold)
76	Amber Taverns Limited	The Station Hotel	Station Hotel Hibson Road Nelson BB9 9SB	LA727968 (freehold)
77	Amber Taverns Limited	The Library Tap	Old Library Wine Bar Main Street Bingley BD16 2HT	WYK275190 (leasehold) WYK316293 (leasehold)
78	Amber Taverns Limited	The Queens	1 Golden Hill Lane Leyland PR25 3NP (The Queens)	LA846653 (leasehold)
79	Amber Taverns Limited	Pearsons	Angel's Bar 72 Market Street and land at West Street Chorley PR7 2SE	LAN133974 (freehold) LA806234 (leasehold)
80	Amber Taverns Limited	The Bull	Ma Murphy's Irish Bar 17 Lines Street Morecambe	LA775658 (freehold) LA799134 (freehold)
81	Amber Taverns Limited	The Black Bull	The Black Bull Market Place Doncaster DN1 1LQ	SYK389621 (freehold)
82	Amber Taverns Limited	The Tap & Tanner	The Tap & Tanner Lord Hill House Darwall Street Walsall WS1 1DA	WM597728 (freehold)
83	Amber Taverns Limited	The Auctioneer	2-6 Percy Street Stoke-on-Trent ST1 1NE	SF381077 (freehold)
84	Amber Taverns Limited	Windmill's End	Ashley Hotel 393 Long Lane Rowley Regis	WM896900 (freehold)

			B65 0JE	
85	Amber Taverns Limited	Market Tavern	Market Place 26-28 Bridge Street St Helens WA10 1NW	MS436906 (freehold)
86	Amber Taverns Limited	Unicorn	The Unicorn Hotel 35-37 Bridge Street Worksop Nottinghamshire S80 1DA	NT369902 (freehold)
87	Amber Taverns Limited	Carters Well	Bar Mondo 508-514 Durham Road Low Fell Gateshead NE9 6HU	TY358735 (freehold)
88	Amber Taverns Limited	Bluebell	The Bluebell Inn 24-26 Cavendish Street Chesterfield S40 1UY	DY90082 (freehold)
89	Amber Taverns Limited	Ebenezer Morley	Ebenezer Morley 12-14 Anlaby Road Hull East Yorkshire HU1 2PA	HS373223 (freehold)
90	Amber Taverns Limited	Caledonian	Caledonian Hotel 17 Botchergate Carlisle CA1 1QP	CU166351 (freehold)
91	Amber Taverns Limited	The Micklegate	The Micklegate 127a Micklegate York YO1 6LB	NYK140971 (freehold)
92	Amber Taverns Limited	Dean & Chapter	The Black Bull 2 Main Street Ferryhill DL17 8LA	DU236261 (freehold)
93	Amber Taverns Limited	The White Horse	White Horse Inn Dudley Street Sedgley Dudley DY3 1SA	WM905642 (freehold) WM64658 (pub car-park) (freehold)
94	Amber Taverns Limited	The Cropper	Hobgoblin 6 The Rushes Loughborough Leicestershire LE11 5BE	LT238233 (freehold)
95	To be registered in the name of Amber Taverns Limited	Lockstone	22 Market Place Long Eaton Nottingham NG10 1LT	DY271339 (freehold)

96	To be registered in the name of Amber Taverns Limited	The George & Dragon	1 High Street Cheadle SK8 1AX	GM852671 (freehold) MAN72018 (freehold)
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Schedule 3

Undertakings

Part 1 – General Covenants

1 Negative Pledge and Disposal Restrictions

Each Chargor undertakes to the Security Agent that it shall at all times prior to the Senior Discharge Date comply with Clause 23 16 (*Negative Pledge*) and Clause 23 17 (*Disposals*) of the Senior Facility Agreement and at all times thereafter comply with the equivalent terms in the Mezzanine Facility Agreement

2 Notice of Breaches

Each Chargor shall promptly on becoming aware of any of the same give the Security Agent notice in writing of any breach of any covenant set out in this Schedule 3 (*Undertakings*)

3 Title Documents

3 1 Each Chargor shall, on the execution of this Deed (or, if later, the date of acquisition of the relevant Charged Property), deposit with the Security Agent and the Security Agent shall during the Security Period be entitled to hold

3 1 1 all deeds and documents of title relating to the Charged Property which are in the possession or control of a Chargor (if these are not within the possession and/or control of a Chargor, each Chargor undertakes to obtain possession of all such deeds and documents of title),

3 1 2 all Insurances,

3 1 3 transfers of the Securities duly executed by each Chargor in favour of the Security Agent or with the name of the transferee left blank (if the Security Agent so requires) and stamped together with such other documents as the Security Agent may require to enable the Security Agent or the

Security Agent's nominee or any purchaser to be registered as the owner or otherwise to obtain title to the Securities

4 Book Debts

4 1 Each Chargor must get in and realise its

4 1 1 securities to the extent held by way of temporary investment,

4 1 2 book and other debts and other moneys owed to it, and

4 1 3 royalties, fees and income of any nature owed to it,

in the ordinary course of its business

5 Notice of Security: Accounts

5 1 Each Chargor will

5 1 1 immediately upon the opening of an Account, give notice to the relevant bank, building society, financial institution or other person of the assignment constituted under this Debenture, the notice being in the form set out in Part 3 of Schedule 9, and

5 1 2 each use all reasonable endeavours to procure from the relevant bank, building society or other financial institution, an acknowledgement of receipt of such notice within 14 days of the date of the notice

5 1 3 immediately upon a Declared Default in relation to each other account maintained by it, or if later, upon the opening of any other account, give notice to the relevant bank, building society, financial institution or other person of the assignment constituted under this Debenture, the notice being in the form set out in Part 3 of Schedule 9, and

5 1 4 each use all reasonable endeavours to procure from the relevant bank, building society or other financial institution, an acknowledgement of receipt of such notice within 14 days of the date of the notice

Part 3 -- Property Covenants

1 Good Management

1 1 Each Chargor shall

- 1 1 1 carry on its trade and business in accordance with the standards of good management from time to time current in such trade or business on those parts (if any) of the Properties that are or may be used for the purposes of trade or business,
- 1 1 2 manage the Charged Property and any person occupying the whole or any part of the Charged Property under any occupational lease in accordance with the principles of good estate management and in any manner that the Security Agent may in its reasonable discretion require,
- 1 1 3 perform and comply with its obligations as lessor under any occupational lease and shall procure that each lessee under such lease performs its obligations thereunder and shall forthwith advise the Security Agent (on it coming to the knowledge of any Chargor) of any material breach by such lessee

2 Planning Information

- 2 1 Each Chargor shall comply with Clause 24 5 of the Senior Facility Agreement

3 Compliance with covenants and payment of rent

3 1 Each Chargor shall

- 3 1 1 observe and perform all material covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected and (if the Security Agent so requires) produce to the Security Agent evidence sufficient to satisfy the Security Agent that those covenants, stipulations and conditions have been observed and performed, and
- 3 1 2 (without prejudice to the generality of the foregoing) where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time and perform and observe all the tenant's covenants and conditions

4 Maintenance of interests in Properties

4 1 Each Chargor shall not, without the prior written consent of the Security Agent other than in ordinary course of trade or a Permitted Disposal

4 1 1 grant, or agree to grant, any licence or tenancy affecting the whole or any part of any Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the Law of Property Act 1925, or

4 1 2 in any other way dispose of, or agree to dispose of, surrender or create any legal or equitable estate or interest in the whole or any part of any Property

5 Registration restrictions

Each Chargor shall use all reasonable endeavours to procure that no person shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of any Property without the prior written consent of the Security Agent. Each Chargor shall be liable for the costs of the Security Agent in lodging cautions against the registration of the title to the whole or any part of any Property from time to time.

6 No restrictive obligations

Each Chargor shall not, without the prior written consent of the Security Agent, enter into any onerous or restrictive obligations affecting the whole or any part of any Property or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of any Property, in each case which detrimentally affects the value of such Property in a material respect.

7 Proprietary rights

Each Chargor shall use all reasonable endeavours to procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Property without the prior written consent of the Security Agent.

8 Inspection

Each Chargor shall if a Senior Event of Default or Mezzanine Event of Default is continuing permit the Security Agent and any Receiver and any person appointed by

either of them to enter on and inspect any Property at all reasonable times and on reasonable prior notice at the risk and cost (unless on more than one occasion in any Financial Year it is subsequently found that there was no Senior Event of Default or Mezzanine Event of Default) of the relevant Chargor

9 Property information

Each Chargor shall inform the Security Agent promptly of any acquisition by a Chargor of, or contract made by a Chargor to acquire, any freehold, leasehold or other interest in any property and will duly execute a Supplemental Legal Mortgage

10 Registration at the Land Registry

Each Chargor consents to an application being made by the Security Agent to the Land Registrar for the following restriction to be registered against its title to each Property

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [] referred to in the charges register [or its conveyancer]"

Part 4 – Securities

1 Dividends and voting rights pre enforcement

Unless and until the security constituted by this Deed becomes enforceable a Chargor may continue to exercise all voting and other rights attaching to the Securities and receive and retain any Distribution paid to it

2 Dividends and voting rights post enforcement

2.1 After the security constituted by this Deed has become enforceable

2.1.1 all dividends and other distributions paid in respect of the Securities and received by a Chargor shall be held on trust for the Security Agent (as agent and trustee for the Secured Parties) and immediately paid into a Designated Account or, if received by the Security Agent, shall be

retained by the Security Agent (as agent and trustee for the Secured Parties), and

2 1 2 all voting and other rights and powers attaching to the Securities shall be exercised by, or at the direction of, the Security Agent (as agent and trustee for the Secured Parties) and a Chargor shall, and shall procure that its nominees shall, comply with any directions the Security Agent may, in its absolute discretion, give concerning the exercise of those rights and powers

3 Calls on Securities

Each Chargor shall duly and promptly pay all calls, instalments and other monies which may be payable from time to time in respect of the Securities. Each Chargor acknowledges that the Security Agent shall not be under any liability in respect of any such calls, instalments or other monies

Part 5 - Equipment covenants

4 Payment of Equipment taxes

Each Chargor shall promptly pay all material taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and, within 5 Business Days of written demand, produce evidence of payment to the Security Agent

5 Equipment Information

5 1 Each Chargor shall

5 1 1 give the Security Agent such information concerning the location, condition, use and operation of Equipment as the Security Agent may reasonably require, and

5 1 2 If a Senior Event of Default or Mezzanine Event of Default is continuing permit on reasonable notice any persons designated by the Security Agent to inspect and examine Equipment and the records relating to Equipment at all reasonable times at the risk and cost (unless on more than one occasion in any Financial Year it is subsequently found that

there was no Senior Event of Default or Mezzanine Event of Default) of the relevant Chargor

Schedule 4

Powers of Receivers

- 1 All the powers to do or abstain from doing anything which any Chargor could do or abstain from doing in relation to the Charged Property including, without limitation the powers conferred by section 109 LPA and Schedule 1 to the Insolvency Act 1986 and with all the powers of an absolute beneficial owner and in particular a receiver may
 - 1 1 carry on, manage or concur in carrying on managing the whole or any part of the business of any Chargor as he may in his discretion think fit,
 - 1 2 manage, insure, repair, decorate, maintain, alter, improve, overhaul, renew or add to the Charged Property or concur in so doing as he may in his discretion think fit,
 - 1 3 commence or complete any building operations on the Properties as he may in his discretion think fit,
 - 1 4 apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences as he may in his discretion think fit,
 - 1 5 in each case in such manner and generally on such terms as he may in his discretion think fit, (exercising any such power by effecting such transaction in the name of or on behalf of any Chargor or otherwise)
 - 1 5 1 let, hire or lease (with or without premium) and accept surrenders of leases or tenancies or concur in so doing,
 - 1 5 2 grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of the Charged Property,
 - 1 5 3 exchange or concur in exchanging the Charged Property, and
 - 1 5 4 sell, exchange, convert into money and realise the Charged Property or concur in so doing whether by public auction or private

contract or otherwise and generally in such manner and on such terms as he may in his discretion think fit for any valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he may in his discretion think fit,

- 1 6 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 which are incurred in the exercise of such powers, authorities or discretions or for any other purpose, raise and borrow money or incur any other liability either unsecured or secured on the Charged Property, 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 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,
- 1 7 make, or require the directors of any Chargor to make, such calls upon the shareholders of any Chargor in respect of any uncalled capital of any Chargor as the Security Agent may in his discretion require and enforce payment of any call so made by action (in the name of a Chargor or a Receiver may in his discretion think fit) or otherwise,
- 1 8 settle or compromise any claim by, adjust any account with, refer to arbitration any dispute and deal with any question or demand relating in any way to the Charged Property, as he may in his discretion think fit,
- 1 9 bring, prosecute, enforce, defend and abandon all such action, suits and proceedings in relation to the Charged Property as he may in his discretion think fit,
- 1 10 promote the formation of any subsidiary of a Chargor with a view to such subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Charged Property,
- 1 11 arrange for the purchase, lease, licence or acquisition or an interest in the Charged Property by any such subsidiary for any valuable consideration or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking or assets of such

subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period, as a receiver may in his discretion think fit,

- 1.12 arrange for such subsidiary to trade or cease to trade as the receiver may in his discretion think fit,
- 1 13 appoint and discharge any manager, officer, agent, professional advisor, employee and any other person, upon such terms as he may in his discretion think fit,
- 1 14 give valid receipts for all monies and execute all assurances and things which he may in his discretion think proper or desirable for selling, leasing, converting, realising or otherwise dealing with the Charged Property,
- 1 15 conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other action, whether required under Environmental Law or by the Security Agent or otherwise and comply with all lawful orders and directives of all authorities regarding Environmental Law, and
- 1 16 do all such other acts and things as a receiver 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 Charged Property

Schedule 5

Form of Supplemental Legal Mortgage

Dated []

(1) []

(2) ☐

Supplemental Legal Mortgage

Relating to Land at []

THIS DEED is dated [] between

- (1) [] of [registered office] and registered in [England and Wales] with company number [] (the "**Chargor**"), and
- (2) [] of [registered office] and registered in [England and Wales] with company number [] as Security Agent (the "**Security Agent**")

BACKGROUND

- (A) This Supplemental Legal Mortgage is supplemental to a debenture dated [] 2014, made between, among others, [] (the "**First Chargor**"), the Chargor and the Security Agent (the "**Debenture**")
- (B) This is a Finance Document (as defined in the Facilities Agreement)
- (C) The Security Agent holds the benefit of this Supplemental Legal Mortgage, including the security created and other rights granted in it on trust for the Secured Parties
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1 Interpretation

1.1 Definitions

In this Deed

"**Property**" means

- (a) the property specified in Schedule 1 (*Details of Property*),
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situation on or forming part of such property, and
- (c) any proceeds of sale and all rights, powers, benefits, warranties and guarantees given or implied in relation to the property including all rights under any agreement for sale, agreement for lease or licence

1 2 Interpretation

- 1 2 1 Save as provided in Clause 2 (*Incorporated Provisions*) or otherwise defined in this Supplemental Legal Mortgage, capitalised terms defined in the Debenture shall have the same meaning in this Supplemental Legal Mortgage
- 1 2 2 The provisions of Clause 1 2 of the Debenture apply to this Supplemental Legal Mortgage (including the provisions incorporated herein by Clause 2 (*Incorporated Provisions*)) as if expressly set out herein, *mutatis mutandis*, with each reference to the deed therein being deemed to be a reference to this Supplemental Legal Mortgage
- 1 2 3 The terms of the other Finance Documents are incorporated in this Supplemental Legal Mortgage to the extent required to ensure that any purported disposition of the Property contained in this Supplemental Legal Mortgage is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- 1 2 4 If the Security Agent reasonably consider that an amount paid by the Chargor or any other person to a Secured Party is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Supplemental Legal Mortgage

2 Incorporated provisions

- 2 1 For the avoidance of doubt and without prejudice to the generality of the foregoing Clauses, the provisions of the Debenture apply in relation to the Property to the extent that the same apply to the Property (as defined in the Debenture) and (so far as necessary to make them apply to and be enforceable in relation to the Property) they shall be deemed to be incorporated into this Supplemental Legal Mortgage, *mutatis mutandis*, as though set out in full herein with each reference therein to
- 2 1 1 **Debenture** being deemed to be a reference to this Supplemental Legal Mortgage, and

2 1 2 **Schedule 2** being deemed to be a reference to the Schedule to this Supplemental Legal Mortgage

3 Fixed Security

- 3 1 The Chargor charges with full title guarantee subject to Permitted Security and encumbrances disclosed in any Property Report in favour of the Security Agent (as agent and trustee for the Secured Parties) with the payment and discharge of the Secured Liabilities, by way of first legal mortgage the Property

4 Application to the Land Registry

- 4 1 The Chargor consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship register of any property which is, or is required to be, registered forming part of the Property.

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*date of this Deed*] in favour of [] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its duly authorised office "

and, where applicable, notice of an obligation to make further notices

5 Continuation

- 5 1 Except insofar as supplemented hereby, the Debenture will remain in full force and effect

- 5 2 References in the Debenture to "this deed", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Debenture as amended by this Supplemental Legal Mortgage and to this Supplemental Legal Mortgage

- 5 3 This Supplemental Legal Mortgage is supplemental to the Debenture On and from the date of Supplemental Legal Mortgage

5 3 1 the Supplemental Legal Mortgage and the Debenture shall be read and construed as one document and in particular the definition of "Property" in the Debenture shall include the Property described in the Schedule hereto, and

5 3 2 the Chargor acknowledges that references to the "Debenture" in each Facility Agreement are references to the Debenture as amended by this Supplemental Legal Mortgage

6 Third party rights

6 1 A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed

7 Governing law

7 1 This Deed is governed by English law

8 Counterparts

8 1 This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed Any party may enter into this Mortgage by signing any such counterpart

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

EXECUTION

The Chargors

Ingleby (1951) Limited

Executed as a deed by [
acting by a director

] **Communications to be delivered to:**

Address

Director

in the presence of

Fax number

Witness Signature

Attention

Witness Name

Witness Address

Witness Occupation

Ingleby (1952) Limited

Executed as a deed by [
acting by a director

] **Communications to be delivered to:**

Address

Director

in the presence of

Fax number

Witness Signature

Attention

Witness Name

Witness Address

Witness Occupation

Apis Limited

Executed as a deed by [
acting by a director

] **Communications to be delivered to:**

Address

Director

in the presence of

Fax number

Witness Signature

Attention

Witness Name

Witness Address

Witness Occupation

Melli Limited

Executed as a deed by [
acting by a director

] **Communications to be delivered to:**

Address

Director

in the presence of

Fax number

Witness Signature

Attention

Witness Name

Witness Address

Witness Occupation

Amber Taverns Limited

Executed as a deed by [
acting by a director

Director

in the presence of

Witness Signature

Witness Name

Witness Address

Witness Occupation

] **Communications to be delivered to:**

Address

Fax number

Attention

The Security Agent

Executed as a deed by,
as attorney for
[
in the presence of

as attorney for
[

Witness Signature

Witness Name

Witness Address

Witness Occupation

Communications to be delivered to:

Address

Fax number

Attention

Schedule 6

Charged Contracts

1 Acquisition Agreement

The Acquisition Agreement as defined in the Senior Facility Agreement and any hedging agreements

2 Operator Agreements

Premises	Date of Agreement	Parties
Last Orders Broom House Lane New Edlington Doncaster DN12 1LJ (The Tumbler)	30/08/2010	(1) Amber Taverns Ltd (2) A K M R Pubs Ltd (3) Angela Daley
Last Orders Hillshead Road Whitley Bay NE25 8HS (Last Orders Whitley Bay)	15/07/2013	(1) Amber Taverns Ltd (2) Robbo7 Ltd (3) Lee Robinson
Prince of Wales 4-6 Lawton Street Congleton CW12 1RP (Phoenix Tap)	28/05/2013	(1) Amber Taverns Ltd (2) Summers Enterprises Limited (3) Joanne Summers
Last Orders Rotherfield Road Sunderland SR5 5DE (Last Orders Sunderland)	30/08/2010	(1) Amber Taverns Ltd (2) Mavray Limited (3) Christine Devlin
Last Orders Zetland Road Middlesbrough TS1 1EH (Last Orders Middlesbrough)	29/01/2013	(1) Amber Taverns Ltd (2) TW Pub Management Ltd (3) Scott Llewlyn
Last Orders 166 High Street West WallSEND NE28 8HZ	03/10/2012	(1) Amber Taverns Ltd (2) WallSEND Pubs Limited (3) Iain Paul

(Last Orders Wallsend)		
Last Orders Balmoral DriveFelling Gateshead NE10 9TS	21/10/2013	(1) Amber Taverns Ltd (2) Felling Pub Company Ltd (3) Christine Pine
(Last Orders Felling)		
The Mowbray 330 Oldham Road Failsworth Manchester M35 0EN	08/07/2013	(1) Amber Taverns Ltd (2) WildyLimited (3) Mark Wild
(The Mowbray)		
Last Orders 42 Church Street Preston PR1 3DH	10/05/2006	(1) Amber Taverns Ltd (2) PDA Public Houses Ltd (3) Daniel & Paula Alderson
(Bears Paw)		
The Talbot 119 Church Street Stoke on Trent ST4 1DB	02/12/2013	(1) Amber Taverns Ltd (2) S & K Bars Ltd (3) Keith Gratton
(The Talbot)		
Wellfield 187 Adelphi Street Plungington Preston PR1 7BH	19/08/2013	(1) Amber Taverns Ltd (2) Mandy Leisure Limited (3) Amanda McCormack
(Wellfield)		
Last Orders 172 Anchor Road Longton Stoke ST3 5EF	22/12/2011	(1) Amber Taverns Ltd (2) C McGraw Limited (3) Donna McGrath
(Last Orders Longton)		
Spring Cottage 1 Fullwood Street Ilkeston DE7 8AZ	07/05/2014	(1) Amber Taverns Ltd (2) Beaty Pub Company Limited (3) Sue McGinty
(Spring Cottage)		
Last Orders 146 Manchester Road Ince Wigan WN2 2EA	30/01/2013	(1) Amber Taverns Ltd (2) Humphreys Tavern Limited (3) Lee Humphreys
(Squirrel)		

Welcome Inn 741-743 Hollins Road Hollingwood Oldham OL8 3SY (Welcome Inn Oldham)	10/02/2014	(1) Amber Taverns Ltd (2) Trujon Ltd (3) Trudy Louise Perrie
The Forresters Ford Green Road Smallthorne ST6 1NT (Forresters)	29/01/2013	(1) Amber Taverns Ltd (2) J C Greencross Limited (3) Darren Green
The Kings 11 Market Place Heywood Rochdale OL10 1LA (The Kings Heywood)	22/08/2012	(1) Amber Taverns Ltd (2) S J A Enterprises Ltd (3) Simone Hill
The Roebuck 18 Middleton Gardens Middleton Manchester M24 4DF (The Roebuck)	29/07/2013	(1) Amber Taverns Ltd (2) S L J Leisure Limited (3) Sharon Louise Jones
Last Orders Swinton 377 Chorley Road Swinton Manchester M27 6AY (Last Orders Swinton)	09/05/2008	(1) Amber Taverns Ltd (2) Natalie Bailey Limited (3) Natalie Bailey
Welcome Inn Farnworth 72 Market Street Farnworth Bolton BL4 7NY (Welcome Inn Farnworth)	31/08/2011	(1) Amber Taverns Ltd (2) SJA Platinum Ltd (3) Stephen Aldred
Last Orders 118 Park Lane Macclesfield SK11 6UA (Last Orders Macclesfield)	25/04/2014	(1) Amber Taverns Ltd (2) Tramar Leisure Limited (3) Tracey Dobson
The Cock 210 Duckworth Street Darwen BB3 1PX (The Cock)	13/01/2014	(1) Amber Taverns Ltd (2) DEEPIP Limited (3) Phil Marlor

The Broadway 1 Burnley Road Accrington BB5 1AR (The Broadway)	12/07/2013	(1) Amber Taverns Ltd (2) Chadco Ltd (3) Kevin Chadwick
Last Orders 1 Stanley Street South Shields NE34 0AT (Last Orders South Shields)	01/04/2014	(1) Amber Taverns Ltd (2) Bulman Leisure Limited (3) Tracy Williamson
Cross Foxes Abbot Street Wrexham LL1 1TA (Cross Foxes)	24/06/2013	(1) Amber Taverns Ltd (2) L & S Bridges Limited (3) Louis Veitch
The Victory 105 Caunce Street Blackpool FY1 3NE (The Victory)	18/02/2013	(1) Amber Taverns Ltd (2) Kaeya Leisure (3) Lloyd Mokaeya
The Victory 105 Caunce Street Blackpool FY1 3NE (The Victory)	2/10/2013	(1) Amber Taverns Ltd (2) Ardwickbrook Ltd (3) Lynn Howarth
Kings Arms Lord Street Fleetwood FY7 6LB (The Kings Fleetwood)	2/08/2013	(1) Amber Taverns Ltd (2) G V Leisure Ltd (3) Gordon & Yvonne Gibson
The Golden Lion 40 Gerard Street Ashton-In-Makerfield Wigan WN4 9AE (The Golden Lion)	30/08/2010	(1) Amber Taverns Ltd (2) Crawford Leisure Ltd (3) Andrew Crawford
The Old Bank 50 Yorkshire Street Oldham OL1 1SN (The Old Bank)	30/03/2010	(1) Amber Taverns Ltd (2) Alykes Limited (3) Jordan Dalzell
Royal Oak Radcliffe Water Street	19/05/2009	(1) Amber Taverns Ltd (2) Hillsent Limited

Radcliffe M26 4TW (Royal Oak Radcliffe)		(3) Steve Hill
The Royal Runcorn 1 High Street Runcorn Cheshire WA7 1AU (The Royal Runcorn)	10/05/2009	(1) Amber Taverns Ltd (2) SGL Enterprises Ltd (3) Mark Dunn
Whearsheaf High Street Weaverham CW8 3EX (WheatsheafWeaverham)	28/10/2013	(1) Amber Taverns Ltd (2) Wheatsheaf Sports Pub Limited (3) Terry Phillips
Whearsheaf High Street Weaverham CW8 3EX (WheatsheafWeaverham)	7/05/2009	(1) Amber Taverns Ltd (2) T Philips Ltd (3) Terry Phillips
Royal Oak 64 Warrington Road Prescot L34 5RE (Royal Oak Prescot)	29/01/2013	(1) Amber Taverns Ltd (2) Oak (Prescot) Limited (3) Simon Ball
Royal Oak 64 Warrington Road Prescot L34 5RE (Royal Oak Prescot)	29/01/2013	(1) Amber Taverns Ltd (2) Goldstuff Limited (3) Simon Ball
The Royal 2 Station Road Morley LS27 8JW (The Royal Morley)	24/02/2014	(1) Amber Taverns Ltd (2) WJG Leisure Ltd (3) Wayne Joy
The Royal Morley 2 Station Road Morley LS27 8JW (The Royal Morley)	26/08/2013	(1) Amber Taverns Ltd (2) PVB Enterprises Limited (3) Paul Berry
The Royal 2 Station Road Morley LS27 8JW (The Royal Morley)	17/05/2013	(1) Amber Taverns Ltd (2) The Station Road Pub (Morley) Ltd (3) Nathalie Hepworth

Last Orders/Berlins 101 North Street Keighley West Yorkshire BD21 3AA (Last Orders/Berlins)	4/07/2011	(1) Amber Tavern Ltd (2) M & M Leisure Ltd (3) Mary Moore
Malbank 14 Beam Street Nantwich Cheshire CW5 5LL (Malbank)	2/06/2009	(1) Amber Taverns Ltd (2) RDP Management Services Ltd (3) Richard Plant
Butchers Willow Street Oswestry Shropshire SY11 1JL (Butchers)	8/12/2009	(1) Amber Taverns Ltd (2) RAE Leisure Ltd (3) Rod Davies
The Wheatsheaf 50 Water Lane Ashton On Ribble Preston PR2 2NL (Wheatsheaf Ashton)	8/04/2013	(1) Amber Taverns Ltd (2) Wheatsheaf (Preston) Limited (3) Brian Luxton
Last Orders Station Road Bamber Bridge Preston (Pump & Truncheon Bamber Bridge)	30/04/2013	(1) Amber Taverns Ltd (2) Hargreaves Bars Limited (3) Nicola Hargreaves
Black Horse Westhead Road Croston Leyland Preston PR26 9RQ (Black Horse)	3/08/2009	(1) Amber Taverns Ltd (2) Pollambers Ltd (3) Andrew Edmunson
Skenning Bobs 166 Elliot Street Tyldesley M29 8DS (Skenning Bobs)	29/07/2013	(1) Ambers Tavern Ltd (2) Capricorn Nites Limited (3) Anthony Smith
Sandyforth Arms Trunnah Road Thornton Cleveleys	13/05/2009	(1) Ambers Tavern Ltd (2) NWD Thornton Ltd (3) Neil Davies

FY5 4HF (Sandyforth Arms)		
The Nags Eccles, 39 - 41 Church Street, Eccles M30 0BJ (The Nags Eccles)	6/07/2012	(1) Ambers Tavern Ltd (2) Robertson Leisure Limited (3) Wayne Robertson
The Big Window 13-17 Manchester Road Burnley BB11 1HG (The Big Window)	5/12/2009	(1) Ambers Tavern Ltd (2) Pub Mac Ltd (3) Linda McCarthy
The Sun 210 Guide Lane Audenshaw Manchester M34 5EE (The Sun)	9/04/2010	(1) Amber Taverns Ltd (2) Bluemoon Leisure (Middleton) Limited (3) William Ormondroyd
The Saggermakers 31 Market Place Burslem Stoke On Trent ST6 3AG (The Saggermakers)	21/10/2013	(1) Ambers Tavern Ltd (2) KBC Supplies Limited (3) Kelly Bailey
The Derby Arms Richmond Sq 170 Widnes Road Widnes Cheshire WA8 6BA (The Derby Arms)	3/06/2010	(1) Amber Taverns Ltd (2) Naylor Enterprises Limited (3) Terry Naylor
The Stockton 122 High Street Redcar Teeside TS10 3DH (The Stockton)	29/01/2013	(1) Amber Taverns Ltd (2) Andrew Mcallister Ltd (3) Andrew Mcallister
Last Orders 42 Regent Street Blyth NE24 1LS (Last Orders Blyth)	30/12/2013	(1) Amber Taverns Ltd (2) Blyth Pub Company Limited (3) Becky Fairbairn
Cross Foxes Abbot Street Wrexham	24/06/2013	(1) Amber Taverns Ltd (2) L & S Bridges Limited (3) Louis Veitch

LL1 1TA The Queens 271 Talbot Road Blackpool FY1 7AZ (The Queens)	9/07/2013	(1) Ambers Tavern Ltd (2) L & S Bridges Limited (3) Louis Veitch
The Ardwick 32 Foxhall Road Blackpool Lancashire FY1 5AD (The Ardwick)	02/10/2013	(1) Amber Taverns Ltd (2) Ardwickbrook Ltd (3) Lynn Howarth
The Ardwick 32 Foxhall Road Blackpool Lancashire FY1 5AD (The Ardwick)	19/08/2010	(1) Amber Taverns Ltd (2) Ardwickbrook Ltd (3) Lynn Howarth
Bridges 115 Bridge Street, Warrington, WA1 2HR (Bridges)	24/06/2013	(1) Amber Taverns Ltd (2) Utopia Bar Ltd (3) Edward Brister
Last Orders Washington 10 Speculation Place Washington NE37 2AL (Last Orders Washington)	23/11/2012	(1) Amber Taverns Ltd (2) Concord L & L Limited (3) Janice Brown
The Blackburn Times 76 Northgate, Blackburn, BB2 1AA (The Blackburn Times)	19/08/2013	(1) Amber Taverns Ltd (2) Corey Leisure Limited (3) Chris Corey
The Berkeley 27-29 Wallgate Wigan WN1 1LD (The Berkeley)	4/04/2011	(1) Amber Taverns Ltd (2) Beech Pub Management Ltd (3) Clifford Beech of the Berkeley
The Byron 2 Market Street Mansfield NG18 1JG (The Byron)	27/04/2011	(1) Amber Taverns Ltd (2) Watton Pub Co Ltd (3) Ian Watton
The Lamplighters Carlton Street Castleford	4/11/2013	(1) Amber Taverns Ltd (2) Fennbrow Ltd (3) Shirley Fenner

WF10 1DX (The Lamplighters)		
The Lamplighters, Carlton Street Castleford WF10 1DX (The Lamplighters)	31/03/2014	(1) Amber Taverns Ltd (2) TTPMS Limited (3) Anthony Graham Taylor
The Bodfor 13/15 Bodfor Street Rhyl LL18 1AS (The Bodfor)	5/11/2012	(1) Amber Taverns Ltd (2) RJC (2012) Limited (3) Ryan Carrington
Castle & Anchor 2 Church Road Stockton on Tees TS18 1TY (Castle and Anchor)	24/02/2014	(1) Amber Taverns Ltd (2) Castle & Anchor Limited (3) Jemma Vaarstrad
The Lord Stamford Kenworthy Street Stalybridge SK15 2DX (The Lord Stamford)	16/04/2012	(1) Amber Taverns Limited (2) Loco y Loco Limited (3) Rebecca Crowther
The Kings Arms Dalton Road Barrow-in-Furness LA14 1HY (The Kings Arms Barrow)	13/01/2014	(1) Amber Taverns Ltd (2) Brian Clarke Limited (3) Brian Clarke
Duke of Lancaster 3 Church Street Colne BB8 0EB (The Duke of Lancaster)	23/06/2011	(1) Amber Taverns Ltd (2) Pugsley Taverns Limited (3) Ronnie Wolstenholme
The County Brdgegate Rotherham S60 1PL (The County)	6/06/2012	(1) Amber Taverns Ltd (2) Carpe Diem (Rotherham) Ltd (3) Andrew Foster-ash
The Wellington 22 Eastbank Street Southport PR8 1DJ (The Wellington)	11/03/2014	(1) Amber Taverns Ltd (2) The Wellie Ltd (3) James McTaggart
The Wellington 22 Eastbank Street Southport	28/10/2011	(1) Amber Taverns Ltd (2) M M Pubs & Taverns Ltd (3) Mary Mooney

PR8 1DJ (The Wellington)		
The Billy Wright 9 Princess Street Wolverhampton WV1 1HW (The Billy Wright)	2/09/2013	(1) Amber Taverns Ltd (2) Lisa Marie Pub Company Ltd (3) Lisa Marie Kay
The Penny Bank 166 High Street Scunthorpe DN15 6EN (The Penny Bank)	26/10/2011	(1) Amber Taverns Ltd (2) B B Management Ltd (3) Kerry Ann Barker
The Pig Iron 37-39 Corporation Road Middlesbrough TS1 1LT (The Pig Iron)	24/02/2014	(1) Amber Taverns Ltd (2) The Pig Iron Limited (3) Vicky Summerfield
The Pig Iron 37 Corporation Road Middlesbrough TS1 1LT (The Pig Iron)	1/04/2014	(1) Amber Taverns Ltd (2) Middlesbrough Pub Company Limited (3) Emma Lickare
Chennells, 2-4 Pitt Street Barnsley, S70 1SS (Chennells)	21/03/2012	(1) Amber Taverns Ltd (2) C & J Bristowe Ltd (3) Craig and Julie Bristowe
The Raven 3 Walker Street Wellington Telford TF1 1BD (Raven)	12/03/2013	(1) Amber Taverns Ltd (2) JJJ Leisure Ltd (3) Lesley Kelly
The Green Dragon 4 Cornmarket Pontefract WF8 1BJ (Green Dragon)	3/06/2013	(1) Amber Taverns Ltd (2) Crawthrow Leisure Limited (3) Diane Crawthrow
The Swinging Witch 3 Crown Street Northwich CW9 5AX	19/12/2011	(1) Amber Taverns Ltd (2) Rollgold Leisure Ltd (3) Ann Hughes

(The Swinging Witch) George & Dragon 7 King Street Leigh WN7 4LP	23/04/2012	(1) Amber Taverns Ltd (2) Redmere Leisure Limited (3) Nigel Siddall
(George & Dragon)		
G W Horners 2 Front Street Chester Le Street DH3 3BE	21/03/2012	(1) Amber Taverns Ltd (2) Sally's Bar Limited (3) Irene Atkinson
(G W Horners)		
The Saddle 55 Lee Lane Horwich BL6 7AX	22/06/2012	(1) Amber Taverns Ltd (2) Adgge Limited (3) John Manson
(The Saddle)		
Bow Legged with Brass 21 George Street Halifax HX1 1HA	1/10/2012	(1) Amber Taverns Ltd (2) Phunky Limited (3) Philip Bromley
(Bow Legged with Brass, Halifax)		
The Station Hotel Hibson Road Nelson BB9 9SB	9/08/2012	(1) Amber Taverns Ltd (2) Stantel Ltd (3) Angela Bibby
(The Station Hotel)		
Library Tap 117 Main Street Bingley BD16 2HT	3/04/2013	(1) Amber Taverns Ltd (2) Sol Taverns Limited (3) Lee Wolstenholme
(The Library Tap)		
The Queens 1 Golden Hill Lane Leyland PR25 3NP	1/08/2012	(1) Amber Taverns Ltd (2) Cookson Leisure Limited (3) Paul Cookson
(The Queens)		
Pearsons 72 Market Street Chorley PR7 2SE	2/10/2011	(1) Amber Taverns Ltd (2) Woodbridge & Pitt Management Limited (3) Michael Woodbridge
(Pearsons)		
The Bull 17 Lines Street Morecambe	13/01/2014	(1) Amber Taverns Ltd (2) PAS Retail And Security Solutions Ltd

LA4 5ES (The Bull)		(3) Paul Snowden
Black Bull 12 Market Place Doncaster DN1 1LQ (The Black Bull)	15/05/2013	(1) Amber Taverns Ltd (2) Black Bull (Waugh) Limited (3) Suzie Waugh
The Tap & Tanner, Lord Hill House Darwall Street, Walsall WS1 1AA (The Tap & Tanner)	28/05/2013	(1) Amber Taverns Ltd (2) LJM Independent Limited (3) Lindsay McGovern
The Auctioneer 2-6 Percy Street Hanley ST1 1NE (The Auctioneer)	21/10/2013	(1) Ambers Taverns Ltd (2) Swiss Co (Stoke on Trent) Ltd (3) Stefan Tiemey
Windmills End 393 Long Lane Blackheath B65 0JE (Windmill's End)	26/02/2014	(1) Amber Taverns Ltd (2) McGinty Leisure Limited (3) Sue McGinty
The Market Tavern 26-28 Bridge Street St Helens WA10 1NW (Market Tavern)	22/08/2013	(1) Amber Taverns Ltd (2) Nite Life Bars Ltd (3) Neil Houlding
The Unicorn 37 Bndge Street Worksop S80 1DA (Unicorn)	22/11/2013	(1) Amber Taverns Ltd (2) M N M Pub Co Ltd (3) Michelle Stowell-ng
Carters Well 508 Durham Road Low Fell Gateshead NE9 6HU (Carters Well)	30/12/2013	(1) Amber Taverns Ltd (2) Low Fell Pub Company Limited (3) Isabelle Moore
Bluebell 26 Cavendish Street Chesterfield S40 1UY	11/03/2014	(1) Amber Taverns Ltd (2) Terry O'Donnell Bars, Inns and Hotels Limited

		(3) Terry O'Donnell
Ebeneezer Morley 14 Anlaby Road Hull HU1 2PA (Ebeneezer Morley)	24/02/2014	(1) Amber Taverns Ltd (2) PVB Enterprises Ltd (3) Paul Berry
Caledonian Botchergate Carlisle CA1 1QP (Caledonian)	1/04/2014	(1) Amber Taverns Ltd (2) T & D Leisure (NE) Limited (3) Tom Pearson
Micklegate Tap 127 Micklegate York YO1 6LB (The Micklegate)	1/04/2014	(1) Amber Taverns Ltd (2) The Pig Iron Limited (3) Vicky Summerfield
The White Horse Dudley Street Sedgley DY3 1SA (The White Horse)	2/04/2014	(1) Amber Taverns Ltd (2) Fennbrow Ltd (3) Shirley Fenner

3 Intra-Group Loan Agreement

3.1 The Intra-Group Loan Agreement.

Schedule 7

Bank accounts

Name of Chargor	Name or designation of bank account	Number of bank account	Name of bank and branch holding account
Ingleby (1952) Limited	Mandatory Prepayment Account	12453258	HSBC Bank PLC, Milton Keynes (403333)
Ingleby (1952) Limited	Cure Account	12453894	HSBC Bank PLC, Milton Keynes (403333)

Schedule 8

Specified Shares

Name of Chargor	Number of Shares	Class of Shares
Ingleby (1952) Limited	1,002	Ordinary Shares
Apis Limited	675,079	Ordinary Shares
	1,712,500	A Ordinary Shares
	1,400,000	B Ordinary Shares
Melli Limited	3,112,500	Ordinary Shares
Amber Taverns Limited	6,468,596	Ordinary Shares

Schedule 9

Notices

Part 1 – Notice to insurer

[Drafting note: Subject to agreement on insurances]

(For attachment by way of endorsement to the Insurances)

To [name and address of insurer]

Dated [date]

Dear Sirs,

Re: The policies of insurance referred to in the Schedule below (the "Policies")

We, [Chargor] (the "Chargor"), give you notice that, by a debenture dated [date] (the "Debenture") and made by (amongst others) ourselves in favour of [] (the "Security Agent") (as agent and trustee for itself and certain other parties), we have charged by way of fixed charge and assigned to the Security Agent, as first priority charge and assignee, all of the Policies as are capable of being charged and/or assigned by law

The assets charged and assigned include all our right, title and interest in and to the Policies (including, but not limited to, the benefit of all sums assured by the Policies and all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of our ownership of the Policies and all interest on any of the secured money)

We irrevocably and unconditionally authorise and request you

- 1 to note the Security Agent's interest as co-insured, first chargee and sole loss payee of the proceeds of such Policies, and
- 2 to give the acknowledgement, undertakings and agreements required by the Security Agent and to act on the instructions of the Security Agent without any further reference to or authorisation from us

Please sign the enclosed copy of this notice and deliver it to the Security Agent at [address] (with a further copy sent to us)

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

Yours faithfully,

For and on behalf of [Chargor]

By

The Schedule

The Policies

*** To be completed by the Chargor and approved by the Security Agent and to include all relevant policies with the named insurer**

Policy number	Name and address of insurer	Name and address of broker	Brief description of assets insured	Date of expiry of policy #
1 [number]				
2 [number]				
3 [number]				
4 [number]				
5 [number]				

not required if policies are annually renewable

Dated [date]

[to be included on copy notice]

To [] as trustee for the Secured Parties (as referred to in the Debenture)

Copy to [name and address of Chargor]

We [name of insurer] acknowledge receipt of the above notice We

- 1 agree to note your interest as co-insured, first charge and sole loss payee of the proceeds of such Policies,

- 2 undertake to disclose to you, promptly following request, without any reference to or further authority from the Chargor, such information relating to the Policies as you may at any time reasonably request,
- 3 confirm that we have not received any notice of any previous assignment or charge by the Chargor of or over any of its rights, title, interests or benefits referred to in the notice,
- 4 agree promptly to notify you of our intention to cancel or decline renewal of any of the Policies, and
- 5 agree promptly to notify you of any request made, or notification given, by the Chargor to us, to cancel the Policies, or to allow the Policies to lapse

Terms defined in the notice apply to this endorsement, which is governed by English law together with any non-contractual obligations arising out of or in connection with it

Signed

for and on behalf of *[name of insurer]*

Dated *[date]*

Part 2 – Notice to counterparties of Charged Contracts

To *[name and address of counterparty]*

Dated *[date]*

Dear Sirs,

Re: *[here identify relevant Charged Contract]* **[the “Contract”]** made between (1) *[Chargor]* (the “Chargor”) and (2) *[here insert name of counterparty]*

We, the Chargor, give you notice that, by a debenture dated *[date]* (the “**Debenture**”) and made by (amongst others) ourselves in favour of [] (the “**Security Agent**”) (as trustee for itself and certain other parties), we have charged by way of fixed charge and assigned to the Security Agent, as first priority charge and assignee, all of our rights, title and interest in the Contract

We further irrevocably and unconditionally

- 1 notify you that we may not agree to amend, modify or terminate the Contract without the prior written consent of the Security Agent,
- 2 confirm that, subject to paragraph 1 above, you may continue to deal with us in relation to the Contract until you receive written notice to the contrary from the Security Agent, but authorise and instruct you that, after you have received such notice, we will cease to have any right to deal with you in relation to the Contract except in accordance with the instructions of the Security Agent and therefore from that time you may deal directly with the Security Agent,
- 3 authorise and instruct you to disclose information in relation to the Contract to the Security Agent promptly on request, without any enquiry by you as to the justification for such disclosure or reference to or further authority from us,
- 4 authorise and instruct you to pay or release all monies to which we are entitled under the Contract directly into [*specify designated bank account*] or, if the Security Agent so instructs you, into such other account as the Security Agent shall specify,
- 5 authorise and instruct you that, whenever you serve any notice upon us under the Contract, you should supply a copy of such notice to the Security Agent at its address given in the copy of this notice (or as otherwise notified to you by it from time to time),
- 6 notify you that the provisions of this notice may only be revoked with the written consent of the Security Agent, and
- 7 confirm that we have not received any notice of any previous assignment or charge by the Chargor of any of its rights, title and interest in the Contract

Please sign the copy of this notice and deliver it to the Security Agent (with a further copy to us)

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

Yours faithfully,

For and on behalf of [*Chargor*]

By

[to be included on copy notice]

To [] as trustee for the Secured Parties (as referred to in the Debenture)

Copy to [name and address of Chargor]

We [name of counterparty] acknowledge receipt of the above notice We

- 1 accept the instructions and authorisations set out in the notice and undertake to act in accordance with such instructions and authorisations, and
- 2 confirm that we have not received notice that the Chargor has assigned its rights under the Contract to a third party or created any other interest (whether by way of security or otherwise) in the Contract in favour of a third party

Terms defined in the notice apply to this endorsement, which is governed by English law together with any non-contractual obligations arising out of or in connection with it

Signed

for and on behalf of [name of counterparty]

Dated [date]

Part 3 – Notice to bank operating secured account

Part A – Form of Notice on account(s) under the control of the Security Agent

To [name and address of account bank] (the “**Account Bank**”)

Dated [date]

Dear Sirs,

Re: **Account No:** [insert account number] (the “**Account**”)
 Account Branch: [insert branch name and address]
 Account Holder: [name of Chargor] (the “**Chargor**”)

We, the Chargor, give you notice that, by a debenture dated [date] (the “**Debenture**”) and made by (amongst others) ourselves in favour of [] (the “**Security Agent**”) (as trustee for itself and certain other parties), we have charged by way of fixed charge to the Security Agent, as first priority chargee, all the monies (including interest) from time to time standing

to the credit of the Account including any re-designation and/or re-numbering from time to time of such Account (the "**Charged Account**") and all indebtedness represented by the Charged Account and have assigned to the Security Agent all our rights and benefits in respect of the Charged Account

We irrevocably and unconditionally authorise and instruct you

1. to hold all monies from time to time standing to the credit of the Charged Account to the order of the Security Agent and accordingly to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect, and
2. to disclose to the Security Agent such information related to us and the Charged Account as the Security Agent may from time to time request you to provide

We notify you that we may not withdraw any monies from the Charged Account without first having produced to you the prior written consent of the Security Agent to such withdrawal

The provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent

Please sign the enclosed copy of this notice and deliver it to the Security Agent at [address] (with a further copy to us)

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

Yours faithfully,

for and on behalf of [Chargor]

[to be included on copy notice]

To [] as trustee for the Secured Parties (as referred to in the Debenture)

Copy to [name and address of Chargor]

We [Name of Account Bank]

- 1 acknowledge receipt of the above notice,
- 2 agree to act in accordance with the authorisations, instructions and notifications contained or referred to in the above notice,
- 3 confirm that we have not received notice that the Chargor has assigned its rights to the monies standing to the credit of the Charged Account, or the indebtedness represented by them, or otherwise granted any security or other interest over those monies, or such indebtedness, in favour of any third party,
- 4 undertake that we will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Account, and
- 5 agree that any notice or other communication from us to the Security Agent will be sent or made to the address of the Security Agent stated above, or to such other address as the Security Agent may from time to time notify to us

Terms defined in the notice apply to this endorsement, which is governed by English law together with any non-contractual obligations arising out of or in connection with it

for and on behalf of [*name and address of Account Bank*]

Dated [*date*]

Schedule 10

Deed of Accession

This Deed is made on [date]

between

- (1) [name of acceding company], [a company incorporated in England and Wales with company number [number]]/[alternate corporate description, as appropriate], (the "New Chargor"),
- (2) [INSERT PARENT DETAILS], a company incorporated in England and Wales with company number [number], for itself and as agent for and on behalf of each of the other Chargors defined as such in the Debenture referred to below, (the "First Chargor"), and
- (3) [], in its capacity as agent and trustee for the Secured Parties (the "Security Agent")

4 Interpretation

4 1 In this Deed, the "Debenture" means a debenture dated [date] made between, amongst others, the First Chargor, each of the other Chargors and the Security Agent as amended, novated, supplemented, extended or restated from time to time

4 2 Unless a contrary indication appears

4 2 1 each term used in this Deed which is defined in the Debenture or the definition of which is incorporated by reference into the Debenture shall have the same meaning as applies in the Debenture, and

4 2 2 the principles of construction set out or referred to in clause 1 2 (Construction) of the Debenture shall apply also (where relevant) to this Deed

5 Representations

5 1 The New Chargor warrants and represents to the Security Agent that

5 1 1 it is a [[wholly owned] Subsidiary of the [First Chargor]/[Company]]/ member of the Group, and

5 1 2 it has given due consideration to the terms and conditions of the Finance Documents (including the Debenture and this Deed) and has satisfied itself that there are reasonable grounds for believing that by executing this Deed the New Chargor will derive commercial benefit and that it enters into this Deed in good faith and for the purposes of the promotion of the success of its business

6 Agreement to accede

6 1 The New Chargor agrees to accede and become a party to and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed (the "Effective Date")

7 Effect of accession

7 1 On and after the Effective Date, the Debenture shall be read and construed for the all purposes as if the New Chargor had been an original party to it in the capacity of Chargor (but so that the Security created consequent on such accession shall be created on the Effective Date)

8 Security

8 1 Security over all assets

8 1 1 The New Chargor grants to the Security Agent in relation to its assets and undertaking the same Security as is set out in clause 3 (*Security*) of the Debenture

8 1 2 The New Chargor agrees and confirms that such Security (a) shall be effective and binding upon it and its assets and undertaking and (b) shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other Party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession

8 2 Specific Security

8 2 1 Without limiting the generality of clause 8 1 (*Security over all assets*) of this Deed or of the Debenture, the New Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations charges in favour of the Security Agent

- (i) [by way of first legal mortgage, all its Property, identified in Schedule 2 (*Property*) to this Deed,]
- (ii) [by way of first fixed charge the equipment (which shall be Equipment for the purposes of the Debenture) listed in Schedule [] (*Specifically identified equipment owned by the New Chargor*) to this Deed (but not including any of the assets which is subject to a valid legal mortgage under clause 8 2 1(i) of this Deed,]
- (iii) [by way of first fixed charge, all the Shares listed in Schedule 8 (*Specified Shares*) to this Deed,]
- (iv) [by way of first fixed charge, the Securities or Distributions accruing to or on the Shares listed in Schedule 8 (*Specified Shares*) to this Deed,]

[and as a continuing security for the payment, discharge and performance of the Secured Obligations assigns and agrees to assign in favour of the Security Agent all of its rights, title and interest (if any) in and to each of the contracts and agreements specified in Schedule 6 (*Charged Contracts*) to this Deed, each of which is defined to be included in the definition of "Charged Contracts" for the purposes of the Debenture]

9 Agreement and consent by Chargors

9 1 The First Chargor, for itself and as agent for and on behalf of all other Chargors under the Debenture, agrees and consents to all matters provided for in this Deed

10 Construction

10 1 The Debenture shall continue in full force and effect but amended with effect from the Effective Date in the manner and to the extent provided in this Deed and the Debenture and this Deed shall be read as one and so that references in the Debenture to "**this Deed**", and similar phrases shall be deemed to include this Deed

11 This Deed

11 1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

11 2 [The New Chargor has entered into this Deed in consideration of the Secured Parties (or some of them) making or continuing to make facilities available to [the New Chargor] [and] [the First Chargor or any other member of the Group] on the terms agreed in the Finance Documents]/[This Deed is made pursuant to the requirements of clause *[number]* of the Facility Agreement]

11 3 The Agent and the First Chargor designate this Deed as a Finance Document

11 4 This Deed and every counterpart is the property of the Security Agent

This document is executed as a deed and delivered on the date stated at the beginning of this Deed

[Insert Schedules as appropriate]

[insert execution provisions as appropriate]

EXECUTION PAGE

Signed as a deed **Ingleby (1951) Limited**
acting by

)
)

BAER

Baer

Director's name

Director's signature

C PRESTON

C Preston

Director's/Secretary's name

Director's/Secretary's signature

If there is only one signature, which must be that of a director, a witness is required

Signed as a deed **Ingleby (1951) Limited**
acting by a director in the presence of

)
)
)

Director's signature

Director's name

Witness' signature

Witness' name.

Witness' address

Witness' occupation

Signed as a deed **Ingleby (1952) Limited**
acting by

)
)

BAER

Baer

Director's name

Director's signature

C PRESTON

C Preston

Director's/Secretary's name

Director's/Secretary's signature

If there is only one signature, which must be that of a director, a witness is required

Signed as a deed **Ingleby (1952) Limited**
acting by a director in the presence of

)
)
)

Director's signature

Director's name

Witness' signature

Witness' name

Witness' address

Witness' occupation

Signed as a deed **Apis Limited** acting by

)
)

BAER

Baer

Director's name

Director's signature

C PRESSON

C. P. Presson

Director's/Secretary's name

Director's/Secretary's signature

If there is only one signature, which must be that of a director, a witness is required

Signed as a deed **Apis Limited** acting by a)
director in the presence of)
)

Director's signature

Director's name

Witness' signature

Witness' name

Witness' address

Witness' occupation

Signed as a deed **Melli Limited** acting by

)
)

Baer

Baer

Director's name

Director's signature

C PRESTON

C Preston

Director's/Secretary's name

Director's/Secretary's signature

If there is only one signature, which must be that of a director, a witness is required

Signed as a deed **Melli Limited** acting by a)
director in the presence of)
)

Director's signature

Director's name

Witness' signature

Witness' name

Witness' address

Witness' occupation

Signed as a deed **Amber Taverns Limited**)
acting by)

BAER

BAER

Director's name

Director's signature

C PRESTON

C Preston

Director's/Secretary's name

Director's/Secretary's signature

If there is only one signature, which must be that of a director, a witness is required

Signed as a deed **Amber Taverns Limited**)
acting by a director in the presence of)
)

Director's signature

Director's name

Witness' signature

Witness' name

Witness' address

Witness' occupation

The Security Agent

Executed as a deed by,
as duly authorised attorney for U S Bank
Trustees Limited

in the presence of

Witness Signature

Witness Name

Witness Address

Witness Occupation

U.S. Bank Global Corporate Trust Services
125 Old Broad Street
London
EC2N 1AR


Christopher Eastlake


Michael Whelan

Authorised Signatory

~~Authorised Signatory~~
as duly authorised attorney for U S Bank
Trustees Limited

LIZ PARS,
Authorised


Communications to be delivered to:

Address

U.S. Bank Global Corporate Trust Services
125 Old Broad Street
London
EC2N 1AR

Fax number

Attention

Attention: Loan Agency
Email: loan.agency.london@usbank.com
Fax: +44 (0)207 365 2577