



Registration of a Charge

Company Name: **SPORTPURSUIT LIMITED**

Company Number: **07599287**



XB79AK9S

Received for filing in Electronic Format on the: **30/06/2022**

Details of Charge

Date of creation: **24/06/2022**

Charge code: **0759 9287 0005**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED**

Brief description: **N/A**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **IMOGEN STEINBERG**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7599287

Charge code: 0759 9287 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th June 2022 and created by SPORTPURSUIT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th June 2022 .

Given at Companies House, Cardiff on 4th July 2022

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



Companies House



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

EXECUTION VERSION

DATED 24 June 2022

- (1) SPORTPURSUIT LIMITED
as Company
- (2) WILMINGTON TRUST (LONDON) LIMITED
as Security Agent

DEBENTURE



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DATED 24 June 2022

PARTIES

- (1) **SPORTPURSUIT LIMITED**, a private limited company incorporated under the laws of England and Wales with company number 07599287 and with its registered office at Unit 1.18 Canterbury Court Kennington Park, 1-3 Brixton Road, London, England, SW9 6DE (the "**Company**") in favour of
- (2) **WILMINGTON TRUST (LONDON) LIMITED** as security trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Agent**" which expression shall include any person appointed as Term Security Agent as defined in, for the purpose of, and in accordance with, the Intercreditor Agreement).

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture:

"**Account**" means any account opened or maintained by the Company with the Security Agent or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.

"**Charged Property**" means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to this Debenture.

"**Collateral Rights**" means all rights, powers and remedies of the Security Agent provided by or pursuant to this Debenture or by law.

"**Documentary Credit**" means a documentary credit issued or confirmed by any person at the request of or for the account of the Company and any commitment by such person to issue or confirm such credit and also includes any such credit or commitment as extended or amended.

"**Documents**" means all drafts, bills of exchange, other negotiable instruments of any descriptions, bills of lading and other documents of title, combined and other transport documents, dock warrants, delivery orders, warehouse warrants and receipts and other storage documents, insurance policies and certificates and other instruments and other documents representing or relating to goods and/or products (whether or not constituting or evidencing title to them) which goods and/or documents are in the actual or constructive possession or control of, or held by, to the order of, under an attornment in any person's favour or otherwise on behalf of any person its agents or nominees from time to time whether by deposit with and/or endorsement to and/or transfer to any person, its agents or its nominees and/or otherwise and whether for custody, collection, security, presentation under a Documentary Credit or any other reason and whether or not in the ordinary course of banking business and whether in England or elsewhere.

"**Facilities Agreement**" means the term facilities agreement dated on or around the date of this Debenture made between, among others, BD-C Chase Midco Limited as the Parent, BD-C Chase Bidco Limited as the Borrower, the Company as Original Guarantor, the Original Lenders listed therein in Part II (*The Original Lenders*) of Schedule 1 (*The Original Parties*)

and Wilmington Trust (London) Limited as the Agent and the Security Agent, each as defined in such agreement as amended, varied, novated or supplemented from time to time.

"Goods" means the goods and/or produce to which Documents relate.

"Insurance Policy" means any policy or contract of insurance (including life insurance or assurance) in which the Company may from time to time have an interest.

"Intellectual Property" means any patents, trademarks, service marks, designs, business names, domain names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

"Intra-Group Debt" means all intra-group receivables whether principal, interest or otherwise which are due on foot of any loan or otherwise, together with all rights, powers, benefits, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of any such intra-group receivables and any claims or sums of money deriving from or in relation to the Intra-Group Debt Documents.

"Intra-Group Debt Documents" means all intra-group loan agreements entered into, or to be entered into, between the Company as lender and any other Group company as borrower each as from time to time modified, amended, varied, supplemented or novated or as may be designated by the Company or the Security Agent from time to time.

"Investments" means:

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

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

"Majority Term Lenders" has the meaning given to it in the Intercreditor Agreement.

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

"Notice of Assignment" means a notice of assignment in substantially the form set out in Schedule 2 or in such form as may be specified by the Security Agent.

"Notice of Charge" means a notice of charge in substantially the form set out in Schedule 3 or in such other form as may be specified by the Security Agent.

"Party" means a party to this Debenture.

"Real Property" means:

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 1); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights.

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

"Related Rights" means, in relation to any asset:

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

"Secured Obligations" means all obligations due, owing or incurred to any Secured Party by any Obligor under or pursuant to any Finance Document, whether present or future, actual or contingent (and whether incurred by any Obligor alone or jointly, and whether as principal or surety or in some other capacity) together with all interest and other amounts accruing thereon.

"Secured Parties" means the Security Agent, any Receiver or Delegate, the Agent, any Arranger, any Incremental Facility Lender and each Lender from time to time party to the Facilities Agreement.

"Shares" means all of the shares held by, to the order or on behalf of the Company at any time.

"Specific Contracts" means:

- (a) the Contribution Agreement;
- (b) the Intra-Group Debt Documents; and
- (c) any other agreement designated as a Specific Contract by the Security Agent from time to time.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

1.2 Construction

In this Debenture:

- (A) terms defined in the Facilities Agreement shall, unless defined in this Debenture, have the same meaning in this Debenture;
- (B) the rules of interpretation contained in clauses 1.2 (*Construction*) to 1.4 (*Third Party rights*) of the Facilities Agreement shall apply to the construction of this Debenture;]
- (C) section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts created by this deed or any other Finance Document;
- (D) any reference to the "**Security Agent**", a "**Company**", the "**Agent**" or the "**Secured Parties**" shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests; and
- (E) references in this Debenture to any Clause or Schedule shall be to a clause or schedule contained in this Debenture.

1.3 **Third Party Rights**

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

1.4 **Disposition of Property**

The terms of the other Finance Documents and of any side letters between the Parties in relation to the Finance Documents are incorporated into each Finance Document to the extent required for any purported disposition of the Real Property contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2. **PAYMENT OF SECURED OBLIGATIONS**

2.1 **Covenant to Pay**

The Company covenants with the Security Agent as security trustee for the Secured Parties that it shall on demand of the Security Agent discharge the Secured Obligations when they fall due for payment.

2.2 **Interest on Demands**

If the Company fails to pay any sum on the due date for payment of that sum the Company shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with the provisions of clause 11.3 (*Default Interest*) of the Facilities Agreement.

3. **FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE**

3.1 **Fixed Charges**

The Company charges with full title guarantee in favour of the Security Agent as security trustee for the Secured Parties for the payment and discharge of the Secured Obligations, all the Company's right, title and interest from time to time (both present and future) in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):

- (A) by way of first legal mortgage, the Real Property;
- (B) by way of first fixed charge:
 - (1) if not effectively mortgaged under sub-Clause (A) above, the Real Property;
 - (2) the Tangible Moveable Property;
 - (3) the Accounts;
 - (4) the Intellectual Property;
 - (5) any goodwill and rights in relation to the uncalled capital of the Company;
 - (6) the Investments;
 - (7) the Shares, all dividends, distributions, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise);
 - (8) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture;
 - (9) all rights and other property to which the Company is now, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction;
 - (10) the benefit of all agreements for the provision by the Company to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance lease and hire or hire-purchase agreements) now, or at any time afterwards, entered into by the Company;
 - (11) all rights relating to any Insurance Policy and all Related Rights; and
 - (12) all Documents and Goods, including, without limitation any other document from time to time designated as a Document by the Company or the Security Agent.

3.2 Assignments

The Company assigns and agrees to assign absolutely with full title guarantee to the Security Agent as security trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):

- (A) the proceeds of any Insurance Policy and all Related Rights;
- (B) the Specific Contracts;
- (C) to the extent not effectively mortgaged pursuant to paragraph (A) of Clause 3.1 (*Fixed Charges*) or not effectively charged pursuant to paragraph (B)(1) of Clause 3.1 (*Fixed Charges*), all rights relating to any Real Property and all Related Rights; and

- (D) to the extent not effectively charged pursuant to paragraph (B)(4) of Clause 3.1 (*Fixed Charges*), the Intellectual Property.

3.3 Floating Charge

- (A) The Company with full title guarantee charges in favour of the Security Agent as security trustee for the Secured Parties for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company.
- (B) The floating charge created by paragraph (A) above shall be deferred in point of priority to all fixed security validly and effectively created by the Company under the Finance Documents in favour of the Security Agent as security trustee for the Secured Parties as security for the Secured Obligations.
- (C) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3 (*Floating Charge*).

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation: By Notice

The Security Agent (upon the instructions of the Majority Term Lenders in accordance with the Intercreditor Agreement) may at any time by notice in writing to the Company convert the floating charge created by Clause 3.3 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:

- (A) an Event of Default has occurred; or
- (B) the Security Agent considers or is instructed that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- (C) the Security Agent considers or is instructed that it is necessary or desirable in order to protect the priority of the security.

4.2 Crystallisation: Automatic

Notwithstanding Clause 4.1 (*Crystallisation: By Notice*) and without prejudice to any law which may have a similar effect, the floating charge will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if:

- (A) the Company creates or attempts to create any security (other than any security permitted under Clause 24.14 (*Negative Pledge*) of the Facilities Agreement), over any of the Charged Property; or
- (B) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
- (C) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Company or an administrator is appointed to the Company; or

- (D) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Company or files such a notice with the court.

5. PERFECTION OF SECURITY

5.1 Notices of Assignment

The Company shall deliver Notices of Assignment duly executed by, or on behalf of, the Company in respect of any asset which is the subject of an assignment pursuant to Clause 3.2 (*Assignments*) promptly and no later than 5 Business Days after the date of this Debenture or, in the case of any other such asset acquired after the date of this Debenture, no later than 5 Business Days after the acquisition of such asset, and in each case shall use all reasonable endeavours (for a period of 20 Business Days after which this obligation shall be deemed satisfied, save in respect of an Intra-Group Loan where such notice shall be acknowledged within 20 Business Days) to procure that each notice is acknowledged by the obligor or debtor (such acknowledgement to be in substantially the form set out in Schedule 2 or in such form as may be specified by the Security Agent).

5.2 Notices of Charge

- (A) The Company shall promptly and no later than 5 Business Days after the date of this Debenture or, in the case of such Account opened after the date of this Debenture, no later than 5 Business Day after the opening of such Account, deliver (or procure delivery of) a Notice of Charge duly executed by, or on behalf of, the Company and shall use all reasonable endeavours (for a period of 20 Business Days after which this obligation shall be deemed satisfied) to procure that each notice is acknowledged by each of the banks or financial institutions with which any of the Accounts are opened or maintained.
- (B) The execution of this Debenture by the Company and the Security Agent shall constitute notice to the Security Agent of the charge created over any Account opened or maintained with the Security Agent.

5.3 Real Property: Delivery of Documents of Title

The Company shall upon the execution of this Debenture, and upon the acquisition by the Company of any interest in any freehold, leasehold or other immovable property, deliver (or procure delivery) to the Security Agent of, and the Security Agent shall be entitled to hold and retain, all deeds, certificates and other documents constituting or evidencing title relating to such property.

5.4 Note of Mortgage

In the case of any Real Property, title to which is or will be registered under the Land Registration Act 2002, acquired by or on behalf of the Company after the execution of this Debenture, the Company shall promptly notify the Security Agent of the title number(s) and, contemporaneously with the making of an application to the Land Registry for the registration of the Company as the Registered Proprietor of such property, apply to the Land Registry to enter an Agreed Notice on the Charges Register of such property.

5.5 Further Advances

- (A) Subject to the terms of the Facilities Agreement each Lender is under an obligation to make further Advances to the Company and that obligation will be deemed to be incorporated into this Debenture as if set out in this Debenture.
- (B) The Company consents to an application being made to the Land Registry to enter the obligation to make further Advances on the Charges Register of any registered land forming part of the Charged Property.

5.6 Application to the Land Registry

The Company consents to an application being made to enter a restriction in the Proprietorship Register of any registered land at any time forming part of the Real Property in the following terms:

"No disposition [*or specify types of disposition*] of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated ● in favour of ● referred to in the charges register [*or their conveyancer or [provide specific details]*] or without a certificate signed by a conveyancer that the provisions of [*specify Clause, paragraph or other particulars*] of [*specify details*] have been complied with [*or that they do not apply to the disposition*]."

5.7 Delivery of Share Certificates

The Company shall:

- (A) on the date of this Debenture, deposit with the Security Agent (or procure the deposit of) all certificates or other documents of title to the Shares, and stock transfer forms (executed in blank by or on behalf of the Company); and
- (B) promptly and no later than 5 Business Days after the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares, notify the Security Agent of that occurrence and procure the delivery to the Security Agent of (1) all certificates or other documents of title representing such items and (2) such stock transfer forms or other instruments of transfer (executed in blank on behalf of the Company) in respect thereof as the Security Agent may request.

5.8 Registration of Intellectual Property

The Company shall, if requested by the Security Agent, execute all such documents and do all acts that the Security Agent may reasonably require to record the interest of the Security Agent in any registers relating to any registered Intellectual Property.

6. FURTHER ASSURANCE

6.1 Further Assurance: General

- (A) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in Clause 6.1(B) below.
- (B) The Company shall promptly at its own cost do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the

Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

- (1) to perfect, protect or improve the security created or intended to be created in respect of the Charged Property (which may include the execution by the Company of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Property) or for the exercise of the Collateral Rights;
- (2) to confer on the Security Agent security over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Debenture;
- (3) endorse, or cause to be endorsed, on any documents constituting or evidencing title to the Charged Property and give to third parties such notices of the security created by this Debenture as the Security Agent may reasonably require; and/or
- (4) to facilitate the realisation of the Charged Property.

6.2 Necessary Action

The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary or desirable for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Agent by or pursuant to this Debenture.

6.3 Consents

The Company shall use all reasonable endeavours to obtain (in form and content satisfactory to the Security Agent) as soon as possible any consents necessary to enable the assets of the Company to be the subject of an effective fixed charge or assignment pursuant to Clause 3 (*Fixed Charges, Assignments and Floating Charge*) and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the Company shall promptly deliver a copy of each consent to the Security Agent.

6.4 Implied Covenants for Title

The obligations of the Company under this Debenture shall be in addition to the covenants for title deemed to be included in this Debenture by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.

7. NEGATIVE PLEDGE AND DISPOSALS

7.1 Negative Pledge

The Company undertakes that it shall not, at any time during the subsistence of this Debenture, create or permit to subsist any security over all or any part of the Charged Property other than security permitted pursuant to the Facilities Agreement.

7.2 No Disposal of Interests

The Company undertakes that it shall not (and shall not agree to) at any time during the subsistence of this Debenture, except as permitted pursuant to the Facilities Agreement or by this Clause 7:

- (A) dispose of (or execute any conveyance, transfer, lease or assignment of, or other right to use or occupy) all or any part of the Charged Property;
- (B) create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property;
- (C) (1) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (2) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the value of any of the Charged Property or the ability of the Security Agent to exercise any of the Collateral Rights; or
- (D) assign or otherwise dispose of any interest in any Account and no right, title or interest in relation to any Account maintained with the Security Agent, or the credit balance standing to any such Account shall be capable of assignment or other disposal.

8. SHARES AND INVESTMENTS

8.1 Shares: Before Event of Default

Prior to the occurrence of an Event of Default the Company shall:

- (A) pay all dividends, interest and other monies arising from the Shares into an Account; and
- (B) exercise all voting rights in relation to the Shares **provided that** the Company shall not exercise such voting rights in any manner, or otherwise permit or agree to any (1) variation of the rights attaching to or conferred by any of the Shares or (2) increase in the issued share capital of the Company whose Shares are charged pursuant to this Debenture, which in the opinion of the Security Agent would (i) adversely affect the validity or enforceability of the security created by this Debenture, (ii) cause an Event of Default to occur, or (iii) prejudice the value of, or the ability of the Security Agent to realise, the security created by this Debenture.

8.2 Shares: After Event of Default

The Security Agent may, upon or at any time after the occurrence of an Event of Default, if the Agent so directs in accordance with the Facilities Agreement (in the name of the Company or otherwise and without any further consent or authority from the Company):

- (A) exercise (or refrain from exercising) any voting rights in respect of the Shares;
- (B) apply all dividends, interest and other monies arising from the Shares in accordance with Clause 18 (*Application of Monies*);
- (C) transfer the Shares into the name of such nominee(s) of the Security Agent as it shall require; and

- (D) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares,

in such manner and on such terms as the Security Agent may think fit, and the proceeds of any such action shall form part of the Charged Property.

8.3 Investments and Shares: Payment of Calls

The Company shall pay when due all calls or other payments which may be or become due in respect of any of the Investments and Shares, and in any case of default by the Company in such payment, the Security Agent may, if it thinks fit, make such payment on behalf of the Company in which case any sums paid by the Security Agent shall be reimbursed by the Company to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate and in accordance with Clause 2.2 (*Interest on Demands*).

8.4 Investments: Delivery of Documents of Title

The Company shall promptly on the request of the Security Agent, deliver (or procure delivery) to the Security Agent, and the Security Agent shall be entitled to retain, all of the Investments and any certificates and other documents of title representing the Investments to which the Company (or its nominee(s)) is or becomes entitled together with any other document which the Security Agent may reasonably request (in such form and executed as the Security Agent may reasonably require) with a view to perfecting or improving its security over the Investments or to registering any Investment in its name or the name of any nominee(s).

8.5 Investments: Exercise of Rights

The Company shall not exercise any of its rights and powers in relation to any of the Investments in any manner which, in the opinion of the Security Agent, would (i) adversely affect the validity, enforceability or value of the security created by this Debenture, (ii) cause an Event of Default to occur, or (iii) prejudice the value of, or the ability of the Security Agent to realise, the security created by this Debenture.

9. ACCOUNTS

9.1 Accounts: Notification and Variation

The Company, during the subsistence of this Debenture:

- (A) shall promptly deliver to the Security Agent on the date of this Debenture (and, if any change occurs thereafter, on the date of such change), details of each Account maintained by it with any bank or financial institution (other than with the Security Agent);
- (B) shall notify the Security Agent prior to taking any steps to open an account with any person (other than the Security Agent); and
- (C) shall not, without the Security Agent's prior written consent, permit or agree to any variation of the rights attaching to any Account or close any Account.

9.2 Accounts: Operation Before Event of Default

The Company shall prior to the occurrence of an Event of Default be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account subject to the terms of the Facilities Agreement.

9.3 Accounts: Operation After Event of Default

After the occurrence of an Event of Default the Company shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Security Agent.

9.4 Accounts: Application of Monies

The Security Agent shall, upon or at any time after the occurrence of an Event of Default, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 18 (*Application of Monies*).

10. MONETARY CLAIMS

10.1 Dealing with Monetary Claims

The Company shall not at any time during the subsistence of the Debenture, without the prior written consent of the Security Agent or otherwise as permitted by the Facilities Agreement:

- (A) deal with the Monetary Claims except by getting in and realising them in a prudent manner (on behalf of the Security Agent) and paying the proceeds of those Monetary Claims into the Accounts or as the Security Agent may require (and such proceeds shall be held upon trust by the Company for the Security Agent on behalf of the Secured Parties prior to such payment in);
- (B) factor or discount any of the Monetary Claims or enter into any agreement for such factoring or discounting; or
- (C) be entitled to withdraw or otherwise transfer the proceeds of the realisation of any Monetary Claims standing to the credit of any Account.

10.2 Release of Monetary Claims: Before Event of Default

Prior to the occurrence of an Event of Default, the proceeds of the realisation of the Monetary Claims shall (subject to any restriction on the application of such proceeds contained in this Debenture or in the Facilities Agreement), upon such proceeds being credited to an Account, be released from the fixed charge created pursuant to Clause 3.1 (*Fixed Charges*) and the Company shall be entitled to withdraw such proceeds from such Account provided that such proceeds shall continue to be subject to the floating charge created pursuant to Clause 3.3 (*Floating Charge*) and the terms of this Debenture.

10.3 Release of Monetary Claims: After Event of Default

After the occurrence of an Event of Default the Company shall not, except with the prior written consent of the Security Agent (upon the instructions of the Majority Term Lenders in accordance with the Intercreditor Agreement), be entitled to withdraw or otherwise transfer the proceeds of the realisation of any Monetary Claims standing to the credit of any Account.

11. INSURANCES

11.1 Insurance: Undertakings

The Company shall at all times during the subsistence of this Debenture:

- (A) keep the Charged Property insured in accordance with the terms of the Facilities Agreement;
- (B) cause each insurance policy or policies relating to the Charged Property to contain (in form and substance satisfactory to the Security Agent) an endorsement naming the Security Agent as joint loss payee in respect of all claims until such time as the Security Agent notifies the insurer(s) to the contrary;
- (C) promptly pay all premiums and other monies payable under all its Insurance Policies and promptly upon request, produce to the Security Agent a copy of each policy and evidence (reasonably acceptable to the Security Agent upon the instructions of the Majority Term Lenders in accordance with the Intercreditor Agreement) of the payment of such sums;
- (D) if required by the Security Agent (but subject to the provisions of any lease of the Charged Property), deposit all Insurance Policies relating to the Charged Property with the Security Agent; and
- (E) promptly notify the Security Agent of anything which may give rise to a claim under the Insurance Policies and ensure that nothing is done or not done as a consequence of which any Insurance Policy might be adversely affected or which may increase the premium payable.

11.2 Insurance: Default

If the Company defaults in complying with Clause 11.1 (*Insurance: Undertakings*), the Security Agent may (if it is instructed to do so by the Majority Term Lenders in accordance with the Intercreditor Agreement) effect or renew any such insurance on such terms, in such name(s) and in such amount(s) as it reasonably considers appropriate, and all monies expended by the Security Agent in doing so shall be reimbursed by the Company to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate specified in Clause 2.2 (*Interest on Demands*).

11.3 Application of Insurance Proceeds

All monies received under any Insurance Policies relating to the Charged Property shall (subject to the rights and claims of any person having prior rights to such monies), prior to the occurrence of an Event of Default, be applied in accordance with the terms of the Facilities Agreement; after the occurrence of an Event of Default, the Company shall hold such monies upon trust for the Security Agent pending payment to the Security Agent for application in accordance with Clause 18 (*Application of Monies*) and the Company waives any right it may have to require that any such monies are applied in reinstatement of any part of the Charged Property.

12. REAL PROPERTY

12.1 Property: Notification

The Company shall immediately notify the Security Agent of any contract, conveyance, transfer or other disposition for the acquisition by the Company (or its nominee(s)) of any Real Property.

12.2 Lease Covenants

The Company shall, in relation to any lease, agreement for lease or other right to occupy to which all or any part of the Charged Property is at any time subject:

- (A) pay (or procure the payment of) the rents (if the lessee) and observe and perform in all respects the covenants, conditions and obligations imposed (if the lessee) on the lessee or, (if the lessor) on the lessor; and
- (B) not do any act or thing whereby any lease or other document which gives any right to occupy any part of the Charged Property becomes or may become subject to determination or any right of re-entry or forfeiture prior to the expiration of its term.

12.3 General Property Undertakings

The Company shall:

- (A) repair and keep in good and substantial repair and condition to the satisfaction of the Security Agent all the Real Property at any time forming part of the Charged Property;
- (B) not at any time without the prior written consent of the Security Agent sever or remove any of the fixtures forming part of the Real Property or any of the plant or machinery (other than stock in trade or work in progress) on or in the Charged Property (except for the purpose of any necessary repairs or replacement of it); and
- (C) obtain, maintain and comply with and observe and perform (as applicable) (1) all applicable requirements of all planning and environmental legislation, regulations and bye-laws relating to the Real Property, (2) any conditions attaching to any planning permissions relating to or affecting the Real Property and (3) any notices or other orders made by any planning, environmental or other public body in respect of all or any part of the Real Property (including, without limitation, environmental permits);
- (D) whenever any of the Real Property is destroyed, damaged or deteriorates, immediately repair, replace and make good the same;
- (E) carry on any trade, business or agricultural use on any land now or afterwards used by the Company for the purposes of trade, business or agriculture; it shall do so in accordance with the standards of good management from time to time current in the trade or business or (in the case of agricultural use) with the standards of good husbandry, from time to time; and it shall also do so in accordance with the authorised planning use of such land;
- (F) not without the prior written consent of the Security Agent (upon the instructions of the Majority Term Lenders in accordance with the Intercreditor Agreement):
 - (1) pull down or remove the whole or any part of the Real Property mortgaged, charged or assigned by this Debenture;
 - (2) sever or unfix or remove any of the fixtures or fittings;

- (3) except for the purpose of effecting necessary repairs to them or of replacing the same with new or improved models or substitutes, remove any of the plant and machinery belonging to, or in use by, the Company;
 - (4) carry out, or allow to be carried out, on any Real Property mortgaged, charged or assigned by this Debenture, any development as defined in the Town and Country Planning Act 1990;
 - (5) enter into any agreement under section 106 of the Town and Country Planning Act 1990; or
 - (6) change, or allow to be changed, the use of any Real Property;
 - (7) grant or vary, or agree to grant or vary, any licence or tenancy affecting any Real Property;
 - (8) exercise the powers of leasing, or agreeing to lease, or of accepting or agreeing to accept surrenders of leases, conferred by sections 99 or 100 of the Law of Property Act 1925;
 - (9) in any other way, dispose, or agree to dispose of, or create, any legal or equitable estate or interest in any Real Property;
 - (10) negotiate, settle or waive any claim for loss, damage or other compensation (including without limitation compulsory purchase compensation) affecting any Real Property;
 - (11) apply for an improvement or other grant or do anything which might result in any Real Property being subject to a statutory charge;
 - (12) ensure that no person other than the Company shall be registered under the Land Registration legislation in force from time to time as proprietor of any Real Property; or
 - (13) no person shall become entitled to any proprietary right or interest which may adversely affect the value of Real Property (unless such entitlement exists at the date of this Debenture or at the time of the acquisition of such Real Property by the Company) and the Company shall indemnify the Security Agent for all expenses reasonably incurred by the Security Agent in lodging from time to time cautions or notices against the registration of title to any such Real Property;
- (G) not allow any circumstance to arise which could lead:
- (1) to any competent authority or other person taking action, or making a claim under any environmental laws (including any requirement to clean up any contaminated land or the revocation, suspension, variation or non-renewal of any environmental permit); or
 - (2) to the Company having to take action to prevent the possibility of any such action or claim in paragraph (1) above.

12.4 Entitlement to Remedy

If the Company fails to comply with any of the undertakings contained in this Clause 12, the Security Agent shall be entitled (with such agents, contractors and others as it sees fit), to do such things as may in the opinion of the Security Agent be required to remedy such failure and all monies spent by the Security Agent in doing so shall be reimbursed by the Company on demand with interest from the date of payment by the Security Agent until reimbursed in accordance with Clause 2.2 (*Interest on Demands*).

12.5 Leases

The Company shall not grant any lease, tenancy, contractual licence or right to occupy in respect of the whole or any part of the Real Property or otherwise part with possession of the whole or any part of the Real Property (except as permitted by the Facilities Agreement).

13. GENERAL UNDERTAKINGS

13.1 General

The Company shall during the subsistence of this Debenture:

- (A) keep all Tangible Moveable Property within England and Wales and notify the Security Agent upon request of the location of such property from time to time;
- (B) permanently keep all Tangible Moveable Property at the Real Property or at such other premises as the Security Agent may from time to time reasonably approve in writing;
- (C) upon written notice of the Security Agent, keep the Tangible Moveable Property at the Real Property or such other premises as may be reasonably authorised in writing by the Security Agent;
- (D) pay all costs for the relocation of any of the Tangible Moveable Property;
- (E) see that there is fixed to all Tangible Moveable Property in a prominent position a plaque containing the following words:

"NOTICE OF CHARGE – This property and accessories are subject to a first fixed charge in favour of Wilmington Trust (London) Limited",

or in such other form as the Security Agent may require and the Company shall not allow any such plaque to be concealed, altered or removed.

13.2 Intellectual Property

The Company shall during the subsistence of this Debenture in respect of any Intellectual Property:

- (A) take all such steps and do all such acts (including the prompt payment of any appropriate fees and policing against any infringement of, or challenge to, the Intellectual Property) as may be necessary to preserve and maintain the value, subsistence and the validity of any such Intellectual Property;
- (B) not use or permit any such Intellectual Property to be used in any way which may materially and adversely affect its value;

- (C) pursue all its rights and claims under the Specific Contracts (if applicable) in a timely fashion; and
- (D) where appropriate, use its best endeavours to protect and safeguard the Intellectual Property from and against any loss, theft, destruction, unauthorised access, copying or use by third parties.

13.3 Information and Access

The Company shall:

- (A) from time to time on request of the Security Agent, furnish the Security Agent with such information as the Security Agent may reasonably require about the Company's business and affairs, the Charged Property and its compliance with the terms of this Debenture and the Company shall permit the Security Agent, its representatives, professional advisers and contractors, free access at all reasonable times and on reasonable notice to:
 - (1) inspect and take copies and extracts from the books, accounts and records of the Company; and
 - (2) to view the Charged Property (without becoming liable as mortgagee in possession);
- (B) within 7 days of becoming aware of the same, give full particulars to the Security Agent of any notice, order, direction, designation, resolution or proposal affecting all or any part of the Charged Property or (in the case of any Real Property) the locality in which it is situated, given or made by any planning authority or other public body or authority whatsoever (including, without limitation, any licensing authority);
- (C) if the Security Agent reasonably requires, immediately, and at the cost of the Company, take all reasonable and necessary steps to comply with any of the matters mentioned in paragraph (B) above and make (or join with the Security Agent in making) such objections or representations as may reasonably be available in respect of them.

13.4 Assigned Agreements

The Company shall:

- (A) perform all its obligations under the Specific Contracts in a diligent and timely manner; and
- (B) not make or agree to make any amendments to any of the Specific Contracts, waive any of its rights under any of the Specific Contracts or exercise any right to terminate any of the Specific Contracts, except with the prior consent of the Security Agent.

13.5 Documents and Goods

The Company undertakes that:

- (A) it will endorse the Documents in favour of the Security Agent, deposit the Documents with the Security Agent or to its order and note in its records the interests of the Security Agent in the Documents and the Goods;

- (B) it will pay all the costs of and incidental to the transportation and storage of the Goods or otherwise connected with the Goods;
- (C) it will not take any action which might prejudice the value of the Goods and/or the effectiveness of the terms of this Debenture.

14. ENFORCEMENT OF SECURITY

14.1 Enforcement

Upon or at any time after the occurrence of an Event of Default or if the Company requests the Security Agent to exercise any of its powers under this Debenture or if a petition or application is presented for the making of an administration order in relation to the Company or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of the Company or files such a notice with the court, the security created by or pursuant to this Debenture is immediately enforceable and the Security Agent shall, without notice to the Company or prior authorisation from any court, if so directed by the Agent, acting in accordance with the Facilities Agreement:

- (A) enforce all or any part of that security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property; and
- (B) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers.

14.2 No Liability as Mortgagee in Possession

Neither the Security Agent nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable.

14.3 Right of Appropriation

To the extent that any of the Charged Property constitutes "financial collateral" and this Debenture and the obligations of the Company hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "**Regulations**") the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (1) in the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (2) in the case of Investments and/or Shares, the market price of such Investments and/or Shares determined by the Security Agent by reference to a public index or by such other process as the Security Agent may select, including independent valuation. In each case, the parties agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

14.4 Effect of Moratorium

The Security Agent shall not be entitled to exercise its rights under Clause 14.1 (*Enforcement*) or Clause 4 (*Crystallisation of Floating Charge*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

15. EXTENSION AND VARIATION OF THE LAW OF PROPERTY ACT 1925

15.1 Extension of Powers

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Debenture.

15.2 Restrictions

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to the exercise by the Security Agent of its right to consolidate all or any of the security created by or pursuant to this Debenture with any other security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to the Company on or at any time after the occurrence of an Event of Default.

15.3 Power of Leasing

The statutory powers of leasing may be exercised by the Security Agent at any time on or after the occurrence of an Event of 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 and 100 of the Law of Property Act 1925.

16. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

16.1 Appointment and Removal

After the occurrence of an Event of Default or if a petition or application is presented for the making of an administration order in relation to the Company or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of the Company or files such a notice with the court or if requested to do so by the Company, the Security Agent may (if instructed to do so by the Majority Term Lenders in accordance with the Intercreditor Agreement) by deed or otherwise (acting through an authorised officer of the Security Agent), without prior notice to the Company:

- (A) appoint one or more persons to be a Receiver of the whole or any part of the Charged Property;
- (B) appoint two or more Receivers of separate parts of the Charged Property;
- (C) remove (so far as it is lawfully able) any Receiver so appointed;
- (D) appoint another person(s) as an additional or replacement Receiver(s); or
- (E) appoint one or more persons to be an administrator of the Company.

16.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 16.1 (*Appointment and Removal*) shall be:

- (A) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (B) for all purposes deemed to be the agent of the Company which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent; and
- (C) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

16.3 Statutory Powers of Appointment

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 Law of Property Act 1925 (as extended by this Debenture) 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.

17. POWERS OF RECEIVER

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Company) have and be entitled to exercise, in relation to the Charged Property (and any assets of the Company which, when got in, would be Charged Property) in respect of which he was appointed, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of the Company or in his own name and, in each case, at the cost of the Company):

- (A) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (B) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (C) all the powers and rights of an absolute owner and power to do or omit to do anything which the Company itself could do or omit to do; and
- (D) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Company) which seem to the Receiver to be incidental or conducive to (1) any of the functions, powers, authorities or discretions conferred on or vested in him or (2) the exercise of the Collateral Rights (including realisation of all or any part of the Charged Property) or (3) bringing to his hands any assets of the Company forming part of, or which when got in would be, Charged Property.

18. APPLICATION OF MONIES

All monies received or recovered by the Security Agent or any Receiver pursuant to this Debenture or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment of the costs, charges and expenses incurred and payments made

by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Security Agent (notwithstanding any purported appropriation by the Company) in accordance with the Intercreditor Agreement.

19. PROTECTION OF PURCHASERS

19.1 Consideration

The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property or making any acquisition, the Security Agent or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

19.2 Protection of Purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Agent or such Receiver in such dealings.

20. POWER OF ATTORNEY

20.1 Appointment and Powers

The Company by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (A) carrying out any obligation imposed on the Company by this Debenture or any other agreement binding on the Company to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property);
- (B) the improvement, perfection or protection of the security created or intended to be created by this Debenture; and
- (C) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Debenture or by law (including, after the occurrence of an Event of Default, the exercise of any right of a legal or beneficial owner of the Charged Property).

20.2 Ratification

The Company shall ratify and confirm all things done and all documents executed by any attorney appointed under Clause 20.1 (*Appointment and Powers*) in the exercise or purported exercise of all or any of his powers.

21. EFFECTIVENESS OF SECURITY

21.1 Continuing security

- (A) The security created by or pursuant to this Debenture shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent.
- (B) No part of the security from time to time intended to be constituted by the Debenture will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

21.2 Cumulative Rights

The security created by or pursuant to this Debenture and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Security Agent or any Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Security Agent (whether in its capacity as security trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Property shall merge into the security constituted by this Debenture.

21.3 No Prejudice

The security created by or pursuant to this Debenture and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Company or any other person, or the Security Agent (whether in its capacity as security trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the security or by any other thing which might otherwise prejudice that security or any Collateral Right.

21.4 Remedies and Waivers

No failure on the part of the Security Agent to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right, nor shall any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

21.5 No Liability

None of the Security Agent, its nominee(s) or any Receiver shall be liable to any person by reason of (1) taking any action permitted by this Debenture or (2) any neglect or default in connection with the Charged Property or (3) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.

21.6 Partial Invalidity

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

21.7 Waiver of defences

The obligations of the Company under this Debenture will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of

its obligations under this Debenture (without limitation and whether or not known to it or any Finance Party) including:

- (A) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (B) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (C) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (D) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
- (E) any supplement, extension, restatement, novation, amendment (however fundamental) or replacement of a Finance Document or any other document or security or of the Secured Obligations;
- (F) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security or of the Secured Obligations; or
- (G) any insolvency or similar proceedings.

21.8 Immediate recourse

The Company waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Company under this Debenture. This waiver applies irrespective of any law or any provision of this Debenture to the contrary.

21.9 Deferral of Rights

Until such time as the Secured Obligations have been discharged in full, the Company will not exercise any rights which it may have by reason of performance by it of its obligations under this Debenture:

- (A) to be indemnified by any Obligor;
- (B) to claim any contribution from any guarantor of any Obligor's obligations under this Debenture; and/or

to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, this Debenture by any Finance Party.

22. RELEASE OF SECURITY

22.1 Redemption of security

Subject to Clause 22.3 (*Discharge Conditional*), below, upon the Secured Obligations being unconditionally and irrevocably paid or discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Company or any other person under any of the Finance Documents, the Security Agent shall, as soon as practicable, and at the request and cost of the Company, release and cancel the security constituted by this Debenture and procure the reassignment to the Company of the property and assets assigned to the Security Agent pursuant to this Debenture, in each case subject to Clause 22.2 (*Avoidance of Payments*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

22.2 Avoidance of Payments

If the Security Agent considers that any amount paid or credited to any Finance Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Company under this Debenture and the security constituted by this Debenture shall continue and such amount shall not be considered to have been irrevocably paid.

22.3 Discharge Conditional

Any settlement or discharge between the Company and any Secured Party shall be conditional upon no security or payment to that Secured Party by the Company or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this Debenture) that Secured Party shall be entitled to recover from the Company the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

23. SET-OFF

The Company authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right), after the occurrence of an Event of Default, to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Security Agent to the Company and apply any credit balance to which the Company is entitled on any account with the Security Agent in accordance with Clause 18 (*Application of Monies*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

24. SUBSEQUENT AND PRIOR SECURITY INTERESTS

24.1 Subsequent security Interests

If the Security Agent (acting in its capacity as security trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent security affecting all or any part of the Charged Property or any assignment or transfer of the Charged Property which is prohibited by the terms of this Debenture or the Facilities Agreement, all payments thereafter by or on behalf of the Company to the Security Agent (whether in its capacity as security trustee or otherwise) or any of the other Secured Parties shall be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Secured Obligations as at the time when the Security Agent received such notice.

24.2 Prior security Interests

In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking security or upon the exercise by the Security Agent or any Receiver of any power of sale under this Debenture the Security Agent may redeem that prior security or procure the transfer of it to itself. The Security Agent may settle and agree the accounts of the prior security and any accounts so settled and agreed will be conclusive and binding on the Company. All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Company to the Security Agent on demand.

25. ASSIGNMENT

The Security Agent may assign and transfer all or any of its rights and obligations under this Debenture. The Security Agent shall be entitled to disclose such information concerning the Company and this Debenture as the Security Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

26. EXPENSES, STAMP TAXES AND INDEMNITY

26.1 Expenses

The Company shall, within 5 Business Days of demand of the Security Agent from time to time, reimburse the Security Agent for all the costs and expenses (including legal fees) on a full indemnity basis together with any VAT thereon incurred by it in connection with:

- (A) the negotiation, preparation and execution of this Debenture and the completion of the transactions and perfection of the security contemplated in this Debenture; and
- (B) the exercise, preservation and/or enforcement of any of the Collateral Rights or the security contemplated by this Debenture or any proceedings instituted by or against the Security Agent as a consequence of taking or holding the security or of enforcing the Collateral Rights,

and shall carry interest from the date of such demand until so reimbursed at the rate and on the basis as mentioned in Clause 2.2 (*Interest on Demands*).

26.2 Stamp Taxes

The Company shall pay all stamp, registration and other taxes to which this Debenture, the security contemplated in this Debenture or any judgment given in connection with it is or at any time may be subject and shall, from time to time, indemnify the Security Agent on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax.

26.3 Indemnity

The Company shall, notwithstanding any release or discharge of all or any part of the security, indemnify the Security Agent, its agents, attorneys and any Receiver against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Company of the provisions of this Debenture, the exercise or purported exercise of any of the rights and powers conferred on them by this Debenture or otherwise relating to the Charged Property.

27. DISCRETION AND DELEGATION

27.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Security Agent or any Receiver may, subject to the terms and conditions of the Facilities Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

27.2 Delegation

Each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or the Receiver itself.

28. PERPETUITY PERIOD

The perpetuity period under the rule against perpetuities, if applicable to this Debenture, shall be the period of one hundred and twenty (120) years from the date of the Facilities Agreement.

29. EXECUTION

The parties agree that this Debenture may be signed either by wet ink, manuscript signature or by electronic signature (whatever form the electronic signature takes) and that any such method of signature shall be treated as the relevant Party's conclusive intention to be bound by this Debenture.

30. GOVERNING LAW

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

31. JURISDICTION

31.1 English Courts

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of, or connected with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture or the consequences of its nullity and any non-contractual obligations arising out of or in connection with this Debenture).

31.2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

31.3 Exclusive Jurisdiction

This Clause 31 (*Jurisdiction*) is for the benefit of the Security Agent only. As a result and notwithstanding Clause 31.1 (*English Courts*), it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent

allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions.

THIS DEBENTURE has been signed on behalf of the Security Agent and executed as a deed by the Company and is delivered by it on the date specified above.

SCHEDULE 1

Details of Real Property

None at the date of this Debenture.

SCHEDULE 2

Forms of Notice of Assignment

Part 1: Form of Notice of Assignment of Insurance

To: [Insurer]

Date: [***]

Dear Sirs,

We hereby give you notice that we have assigned to [SECURITY AGENT] (the "**Security Agent**") pursuant to a debenture entered into by us in favour of the Security Agent dated [***] all our right, title and interest in and to the proceeds of [*insert details of relevant insurance policy*] (the "**Policy of Insurance**").

With effect from your receipt of this notice we instruct you to:

1. make all payments and claims under or arising from the Policy of Insurance to the Security Agent [*insert an account number if required*] or to its order as it may specify in writing from time to time;
2. note the interest of the Security Agent on the Policy of Insurance; and
3. disclosure to the Security Agent, without further approval from us, such information regarding the Policy of Insurance as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Policy of Insurance.

With effect from your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Policy of Insurance (including all rights to compel performance) belong to and are exercisable by the Security Agent.

This letter and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent at [***] marked for the attention of [***].

Yours faithfully,

.....
for and on behalf of
[COMPANY]

[On copy only:

To: [SECURITY AGENT]

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in such notice and that we will comply with the terms of that notice.

We further confirm that no amendment or termination of the Policy of Insurance shall be effective unless we have given the Security Agent thirty days written notice of such amendment or termination.

This letter and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

For and on behalf of [***]

By:

Dated:

Part 2: Form of Notice of Assignment of Specific Contract

To: [***]

Date: [***]

Dear Sirs,

We hereby give you notice that we have assigned to [SECURITY AGENT] ("**Security Agent**") pursuant to a debenture entered into by us in favour of the Security Agent dated [***] all our right, title and interest in and to [*details of contract*] (the "**Contract**") including all monies which may be payable in respect of the Contract.

With effect from your receipt of this notice:

1. all payments by you to us under or arising from the Contract should be made to the Security Agent or to its order as it may specify in writing from time to time [*details of the account into which sums are to be paid may be included*];
2. all remedies provided for in the Contract or available at law or in equity are exercisable by the Security Agent;
3. all rights to compel performance of the Contract are exercisable by the Security Agent although the Company shall remain liable to perform all the obligations assumed by it under the Contract;
4. all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract belong to the Security Agent and no changes may be made to the terms of the Contract nor may the Contract be terminated without the Security Agent's consent; and
5. you are authorised and instructed, without requiring further approval from us, to provide the Security Agent with such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Security Agent as well as to us.

These instructions may not be revoked, nor may the terms of the Contract be amended, varied or waived without the prior written consent of the Security Agent.

This letter and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [***] marked for the attention of [***].

Yours faithfully,

.....
for and on behalf of
[COMPANY]

[On copy only:

To: Security Agent

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Contract and that we will comply with the terms of that notice.

We further confirm that:

- (a) no amendment, waiver or release of any of such rights, interests and benefits shall be effective without the prior written consent of the Security Agent;
- (b) no termination of such rights, interests or benefits shall be effective unless we have given the Security Agent thirty days written notice of the proposed termination, specifying the action necessary to avoid such termination; and
- (c) no breach or default on the part of the Company of any of the terms of the Contract shall be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

This letter and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

For and on behalf of [***]

By:

Dated:

SCHEDULE 3

Form of Notice of Charge

To:

Cc: (as Security Agent as defined below)

Dated: 202[]

Dear Sirs

Debenture dated [] between [] (as Chargor) and [] (as Security Agent) (the "Debenture")

We hereby give you notice that under the Debenture we have charged (by way of first fixed charge) to ● (the "**Security Agent**") all our interest and rights in respect of the following accounts and any amounts standing to the credit thereof (each a "**Charged Account**") held by us with you:

Account Name	Sort Code	Account Number
[]	[]	[]

We are permitted to withdraw any amount from any Charged Account for any purpose unless and until you receive a notice from the Security Agent to the contrary stating that we are no longer permitted to withdraw any amount from that Charged Account without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from that Charged Account without the prior written consent of the Security Agent and you shall act in accordance with any instructions from time to time received by you in writing from the Security Agent to release (or to allow the Security Agent to withdraw) any sum standing to the credit of that Charged Account from time to time.

All notices, statements or instructions may be relied upon by you provided that they purport to be signed by an authorised signatory of the Security Agent.

These instructions may not be varied or revoked without the prior written consent of the Security Agent.

This letter and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it within 5 days of receiving this letter by sending a letter in the enclosed form direct to the Security Agent at its above address marked for the attention of [].

Yours faithfully

.....

for and on behalf of

[Company]

Form of Acknowledgement for Accounts

[On the letterhead of the Account Bank]

To: [Security Agent]

Attention:

Dated: 202[]

Dear Sirs

We acknowledge receipt of a notice dated (the "**Notice**") and addressed to us by [] (the "**Chargor**") in relation to the Charged Accounts (as defined in the Notice).

We accept the instructions and authorisations contained in the Notice and undertake to act in accordance and comply with the terms thereof.

We acknowledge and confirm to the Security Agent that we have not, as at the date hereof, received any notice that any third party has or will have any right or interest whatsoever in or has made or will be making any claim or demand or taking any action whatsoever against any Charged Account or any sums standing to the credit of any Charged Account from time to time.

This letter and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

Yours faithfully

.....

for and on behalf of

[ACCOUNT BANK]

The Company

Signed as a deed on behalf of)
SPORTPURSUIT LIMITED)
acting by a director in the presence of:)

.....
Direct

Witness Name: LISA MARCHI
.....

Witness Address:
.....
.....

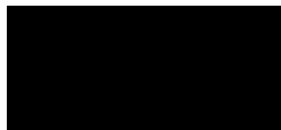
Witness Occupation: Nanny
.....

Address:

Fax:

The Security Agent

Signed by)
WILMINGTON TRUST (LONDON) LIMITED)



By: Antony Girling

Address: [Redacted]

Tel: [Redacted]

Attention: Terry Herridge