



Registration of a Charge

Company Name: **J.CARTER SPORTING CLUB LIMITED**

Company Number: **09670915**



Received for filing in Electronic Format on the: **09/12/2022**

XBII6XBF

Details of Charge

Date of creation: **09/12/2022**

Charge code: **0967 0915 0005**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY AGENT**

Brief description:

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: **EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9670915

Charge code: 0967 0915 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th December 2022 and created by J.CARTER SPORTING CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th December 2022 .

Given at Companies House, Cardiff on 12th December 2022

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



Companies House



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

Dated: 9 December 2022

- (1) J.CARTER SPORTING CLUB LIMITED as the Original Chargor
- (2) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED as Security Agent
-

Debenture

We certify this document as a true copy of the original, save for material redacted pursuant to section 859G Companies Act 2006

Eversheds Sutherland (International) LLP

Date: 9 December 2022

EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

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This Deed is made on 9 December 2022 between:

- (1) **J.CARTER SPORTING CLUB LIMITED** a company incorporated in England and Wales with registered number 09670915 whose registered address is 1 Central Street, Manchester M2 5WR (the "**Original Chargor**"); and
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** (the "**Security Agent**") as security trustee for the Secured Parties appointed under the Senior Facility Agreement.

1. INTERPRETATION

1.1 Definitions

In this Deed:

"Assigned Asset" means any assets expressed to be assigned under Clause 3.3 (*Assignment*).

"Associated Benefits" means, in respect of any asset:

- (a) all monies including (where relevant) all rent, dividends, distributions, profits, compensation, damages, income or interest paid or payable relating to that asset; and
- (b) all Authorisations, rights, benefits, claims or property at any time relating to that asset.

"Book Debts" means, in relation to any Chargor, all book and other debts, revenues and monetary claims of or owing to, or other amounts recoverable or receivable by, that Chargor and any rights or claims of that Chargor in respect of such debts, revenues and monetary claims.

"Charged Account" means each account listed in Part III of Schedule 1 (*Details of Secured Assets*).

"Chargor" means each of the Original Chargor and any company which accedes to this Deed under a Deed of Accession (together the "**Chargors**").

"Declared Default" has the meaning given in the Senior Facility Agreement.

"Deed of Accession" means a deed substantially in the form set out in Schedule 3 (*Form of Deed of Accession*).

"Delegate" means any delegate, agent, attorney, custodian, nominee or co-trustee appointed by the Security Agent.

"Existing Debenture" means the debenture dated 31 August 2022 and made between the Original Chargor and the Security Agent.

"Event of Default" has the meaning given in the Senior Facility Agreement.

"Finance Document" has the meaning given in the Senior Facility Agreement.

"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, a Hedge Counterparty, any Ancillary Lender and any Bilateral Lender (as each term is defined in the Senior Facility Agreement).

"Floating Charge Asset" means, at any time, any Secured Assets which, at that time, are the subject of the floating charge created by this Deed.

"Insolvency Act" means the Insolvency Act 1986.

"Insurances" means all contracts or policies of insurance taken out by or on behalf of any Chargor but excluding any contracts or policies of insurance which relate to liabilities to third parties and directors and officers' liability insurance

"Investments" means:

- (a) the Specified Shares; and
- (b) all other stocks, shares, bonds, securities or investments.

"Lenders" has the meaning given to that term in the Senior Facility Agreement.

"LPA" means the Law of Property Act 1925.

"Obligor" has the meaning given in the Senior Facility Agreement.

"Real Property" means:

- (a) all estates or interests in any freehold or leasehold property;
- (b) any buildings, fixtures, fittings, fixed plant or machinery at any time situated on or forming part of that property;
- (c) all easements, rights, agreements and other benefits in respect of that property; and
- (d) the benefit of any covenants for title given or entered into by a Chargor or any predecessor in title of a Chargor in respect of that property.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Secured Assets.

"Secured Assets" means the assets of each Chargor which from time to time are, or are expressed to be, the subject of any Security created by this Deed.

"Secured Obligations" means all present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Obligor to any Secured Party under any of the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

"Secured Party" means the Security Agent, any Receiver or Delegate, and each Finance Party from time to time.

"Senior Facility Agreement" means the facility agreement originally dated 31 August 2022 between, amongst others, the Chargors, the Security Agent and the Finance Parties, as amended and restated pursuant to a deed of amendment and restatement entered into on or around the date of this Deed.

"Specified Contracts" means the contracts listed in Part V of Schedule 1 (*Details of Secured Assets*).

"Specified Insurances" means the Insurances listed in Part IV of Schedule 1 (*Details of Secured Assets*).

"Specified IPR" means the Intellectual Property specified in Part VI of Schedule 1 (*Details of Secured Assets*).

"Specified Shares" means any shares specified in Part II of Schedule 1 (*Details of Secured Assets*).

1.2 Construction

- 1.2.1 Unless a contrary indication appears in this Deed:
- 1.2.1.1 terms defined in the Senior Facility Agreement have the same meaning in this Deed;
 - 1.2.1.2 the provisions of clause 1.2 (*Construction*) of the Senior Facility Agreement (with the exception of clause 1.2(c)) apply to this Deed as if set out in full in this Deed except that references to the Senior Facility Agreement shall be construed as references to this Deed; and
 - 1.2.1.3 all provisions in the Senior Facility Agreement that are deemed to apply to the Finance Documents apply to this Deed as if set out in full in this Deed.
- 1.2.2 Unless a contrary indication appears, any reference in this Deed to:
- 1.2.2.1 any asset includes present and future properties, revenues and rights of every description, all proceeds of sale of such asset, all rights under any agreement for the sale, lease or licence of such asset and any monies paid or payable in respect of such asset;
 - 1.2.2.2 a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated or replaced from time to time; and
 - 1.2.2.3 an "**account**" is a reference to that account as re-designated, renumbered, substituted or replaced from time to time.
- 1.2.3 Where this Deed includes the words "**including**", "**in particular**" or "**or otherwise**" (or similar words or phrases), the intention is to state examples and not to be exhaustive.
- 1.2.4 In relation to any Chargor which becomes a party to this Deed upon the execution and delivery of a Deed of Accession, (a) where any assets are identified by reference to a Schedule, this includes assets identified in any corresponding or analogous schedule to such Deed of Accession and (b) provisions which apply from the date of execution of this Deed will apply from the date the Security Agent signs the Deed of Accession.
- 1.2.5 References to any Security "**created by this Deed**" are to be deemed to include such Security created or intended to be created, constituted, given, made or extended by, under or evidenced by this Deed or any Deed of Accession.
- 1.2.6 Any reference to "first" legal mortgage in clause 3.1 (*Mortgage*), a "first" fixed charge in Clause 3.2 (*Fixed Charges*) or an assignment in Clause 3.3 (*Assignment*) is qualified by and subject to the Security created by the Existing Debenture in respect of the relevant assets.
- 1.2.7 Any reference to Security being created by this Deed with "full title guarantee" is qualified by and subject to the Security created by the Existing Debenture in respect of the relevant assets.
- 1.2.8 Any obligation on the Original Chargor to serve a notice and/or deliver title documents to the Security Agent under this Deed will not be required where such notice and/or title documents have already been served or delivered (as applicable) prior to the date of this Deed in accordance with the Existing Debenture.

1.3 **Incorporation of other terms**

The terms of the other Finance Documents and of any other agreement or document between any of the parties to this Deed are incorporated into this Deed and any Deed of Accession to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 **Third party rights**

1.4.1 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Deed.

1.4.2 Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

1.4.3 Any Receiver, Delegate or any person described in paragraph 11.10(b) (*Exclusion of liability*) of Schedule 18 (*Intercreditor and Security Agent arrangements*) of the Senior Facility Agreement may, subject to this Clause 1.4 (*Third party rights*) and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

1.5 **Double recovery**

To the extent any amount under an indemnity contained in this Deed is recovered under the provisions of another Finance Document (a "**Repeated Clause**"), the Repeated Clause shall not entitle any Secured Party to a double recovery in respect of the amount that it has recovered under that other Finance Document.

1.6 **Existing Debenture**

Notwithstanding any other provision of this Deed, the parties acknowledge and agree that the Original Chargor enters into this Deed in addition to, and without prejudice to, the Existing Debenture and that the Security created under the Existing Debenture and hereunder is subject at all times to the provisions of Schedule 17 (*Intercreditor and Security Agent Arrangements*) of the Senior Facility Agreement.

2. **COVENANT TO PAY**

2.1 Each Chargor, as principal debtor and not just as surety, covenants with the Security Agent that it shall pay or discharge the Secured Obligations when they become due for payment in the manner provided for in the Finance Documents.

3. **GRANT OF SECURITY**

3.1 **Mortgage**

Each Chargor charges by way of first legal mortgage.

3.1.1 all its Real Property described in Schedule 1 (*Details of Secured Assets*); and

3.1.2 all its other Real Property as at the date of this Deed.

3.2 **Fixed charges**

Each Chargor charges by way of first fixed charge:

3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), all its Real Property as at the date of this Deed;

3.2.2 all its Real Property acquired after the date of this Deed;

- 3.2.3 all its plant and machinery, vehicles, computers and other equipment, excluding stock in trade, to the extent not otherwise effectively mortgaged or charged under this Deed;
- 3.2.4 all its Specified Shares;
- 3.2.5 all its Investments (other than its Specified Shares charged under Clause 3.2.4);
- 3.2.6 all its:
 - 3.2.6.1 Charged Accounts; and
 - 3.2.6.2 other accounts,

in each case maintained with a Secured Party and all monies (including interest) at any time standing to the credit of each such account;
- 3.2.7 all its Book Debts to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.8 all its Intellectual Property, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.9 all its goodwill and uncalled capital;
- 3.2.10 all rights, benefits and interests under each agreement to which it is party that is not an Assigned Asset and any agreement in, under or to which it has any rights by virtue of the Third Parties Act;
- 3.2.11 to the extent that any Assigned Asset is incapable for any reason of being assigned or is not effectively assigned in each case under Clause 3.3 (*Assignment*), each Assigned Asset; and
- 3.2.12 save to the extent assigned under Clause 3.3 (*Assignment*), all Associated Benefits relating to any of the Secured Assets.

3.3 **Assignment**

- 3.3.1 Each Chargor assigns by way of security:
 - 3.3.1.1 all its Charged Accounts and all monies (including interest) at any time standing to the credit of such account;
 - 3.3.1.2 all of its Specified Insurances, including any listed in Schedule 1 (*Details of Secured Assets*);
 - 3.3.1.3 all its Specified Contracts; and
 - 3.3.1.4 all its Specified IPR,

in each case together with all Associated Benefits relating to the Secured Assets.

- 3.3.2 Notwithstanding the terms of Clause 3.1.1, prior to the occurrence of a Declared Default, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise any and all of its rights and remedies and retain entitlement to all claims and proceeds in connection with those assets and agreements assigned under Clause 3.1.1.

3.4 **Floating charge**

Each Chargor charges by way of floating charge all its assets and undertaking not at any time effectively mortgaged, charged or assigned under this Deed or any other Finance Document.

Paragraph 14 of Schedule B1 of the Insolvency Act applies to any Security created by this Deed.

3.5 General

All Security created by this Deed:

- 3.5.1 is created in favour of the Security Agent, as security trustee for the Secured Parties;
- 3.5.2 unless specifically stated otherwise, is created over the present and future assets of the relevant Chargor to the extent of its rights, title and interest in, under and to such assets at any time; and
- 3.5.3 is created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.6 Continuing Security

The Security created by this Deed is continuing security for the payment and discharge of the Secured Obligations. The provisions of this Deed will apply at all times:

- 3.6.1 regardless of the date on which any of the Secured Obligations were incurred;
- 3.6.2 notwithstanding any intermediate payment or discharge; and
- 3.6.3 in respect of the full amount of the Secured Obligations at the relevant time even if the amount of the Secured Obligations had previously been less than that amount or had been nil at any time.

3.7 Independent Security

The Security created by this Deed is in addition to and is not in any way prejudiced by any other guarantee or Security now or subsequently held by any Secured Party. No prior Security held by any Secured Party over the whole or any part of the Secured Assets will merge with the Security created by this Deed.

3.8 Validity of details of Secured Assets

The fact that incorrect or incomplete details of any Secured Assets are included or inserted in any Schedule will not affect the validity or enforceability of the Security created by this Deed.

4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The Security Agent may, by notice to a Chargor, crystallise and convert the floating charge created by that Chargor under this Deed into a fixed charge as regards any Floating Charge Asset as specified in the notice if:

- 4.1.1 an Event of Default occurs which is continuing;
- 4.1.2 the Security Agent becomes aware of any event which is likely to lead to the appointment of, or any intention or proposal to appoint, a liquidator, administrative receiver, receiver, administrator or other similar officer in respect of that Chargor or that Floating Charge Asset; or

- 4.1.3 the Security Agent considers that any Floating Charge Asset is in danger of being seized, or sold under any legal process, or that Floating Charge Asset is otherwise in jeopardy in each case where such circumstances would also give rise to a Default under the Senior Facility Agreement.

4.2 **Automatic conversion**

- 4.2.1 A floating charge created under this Deed will automatically crystallise and convert into fixed charges over the relevant Floating Charge Assets if a liquidator, administrative receiver, receiver, administrator or other similar officer is appointed in respect of that Chargor or any of its assets.
- 4.2.2 Subject to Clause 4.2.3, no floating charge created under this Deed will automatically crystallise and convert into a fixed charge solely by reason of a moratorium being obtained under or Part A1 of the Insolvency Act (or anything being done with a view to obtaining a moratorium).
- 4.2.3 Clause 4.2.2 does not apply to a floating charge referred to in Section A52(4) of Part A1 of the Insolvency Act.

5. **UNDERTAKINGS**

5.1 **Negative pledge and restriction on dealing**

- 5.1.1 Subject to Clause 5.1.3, no Chargor may create or permit to subsist any Security over any of its assets.
- 5.1.2 Subject to Clause 5.1.3, no Chargor may:
- 5.1.2.1 sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by another Obligor;
 - 5.1.2.2 sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - 5.1.2.3 enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - 5.1.2.4 enter into any other preferential arrangement having a similar effect,
- in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.
- 5.1.3 Clauses 5.1.1 and 5.1.2 shall not apply to any Security or arrangement permitted under the Senior Facility Agreement.

5.2 **Notice of charge or assignment**

Each Chargor shall serve notice of each charge or assignment created under this Deed in respect of:

- 5.2.1 each of its Charged Accounts assigned under Clause 3.3.1.1, by sending a notice substantially in the form of:
- 5.2.1.1 Part I of Schedule 2 (*Notices*), in the case of any account in respect of which the Security Agent has sole signing rights;

5.2.1.2 Part II of Schedule 2 (*Notices*), in the case of any account in respect of which the Security Agent does not have sole signing rights,

to the person with whom that account is held, in each case on the date of this Deed (in the case of any account existing on the date of this Deed) and as soon as reasonably practicable following the opening any other Charged Account (in the case of any account opened after the date of this Deed);

5.2.2 each of its Specified Insurances by sending a notice substantially in the form of Part III of Schedule 2 (*Notices*) to the relevant insurer, on the date of this Deed (for any Specified Insurances existing on the date of this Deed) and as soon as reasonably practicable on the date of entry into any other Specified Insurances (in the case of any Specified Insurances entered into after the date of this Deed); and

5.2.3 each Specified Contract, by sending a notice substantially in the form of Part IV of Schedule 2 (*Notices*) to each counterparty to that Specified Contract, on the date of this Deed.

5.3 Acknowledgement of notice of security

Each Chargor shall use reasonable endeavours to procure that each notice served by it under Clause 5.2 (*Notice of charge or assignment*) is acknowledged by the recipient in the form attached to such notice within 14 Business Days of the date of each notice of assignment delivered pursuant to Clause 5.2 above.

5.4 Secured Assets

Each Chargor shall, promptly upon request by the Security Agent at any time:

5.4.1 deposit with the Security Agent all documents of title or other evidence of ownership, together with such deeds, certificates and documents as the Security Agent may reasonably require, relating to its Secured Assets;

5.4.2 affix to and maintain on such of its plant, machinery, fixtures, fittings, vehicles or other equipment as the Security Agent may require a clearly legible identification plate stating that the asset has been charged to the Security Agent, in a form acceptable to the Security Agent; and

5.4.3 provide the Security Agent with all information it may reasonably request in relation to its Secured Assets.

5.5 Real Property Restriction

Each Chargor shall ensure that a restriction in the following terms is entered on the register of the title of its Real Property at HM Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE OF DEBENTURE] in favour of HSBC Corporate Trustee Company (UK) Limited referred to in the charges register, or its conveyancer,"

together with, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Finance Documents. Each Chargor shall pay, when due and payable, all fees, costs and expenses reasonably incurred in connection with such applications.

5.6 Investments

5.6.1 No Chargor may:

- 5.6.1.1 take or permit the taking of any action which may adversely and materially affect the value of any of its Investments, or prejudice the interests of any Secured Party under any Finance Document, or result in the rights attaching to any of its Investments being altered or diluted; or
- 5.6.1.2 except where the Security Agent so requires or permits, nominate another person to enjoy or exercise any of its rights in relation to any of its Investments.
- 5.6.2 Subject to Clause 5.6.1 (*Investments*) and Clause 5.6.3, each Chargor may:
 - 5.6.2.1 receive and retain all dividends or other income paid or payable in respect of its Investments; and
 - 5.6.2.2 exercise all voting and other rights attaching to its Investments, provided that it does so for a purpose not inconsistent with any Finance Document.
- 5.6.3 Following a Declared Default:
 - 5.6.3.1 each Chargor shall hold any dividends or other income received in respect of the Investments on trust for the Security Agent and pay such amounts into a separate account or otherwise as the Security Agent may direct; and
 - 5.6.3.2 the Security Agent may serve written notice on a Chargor in accordance with the provisions of the Senior Facility Agreement (if any), and on and from the Business Day following the date of such notice, the Chargor shall exercise all voting and other rights attaching to the Investments as the Security Agent may direct.

5.7 **Charged Accounts**

Each Chargor shall operate each Charged Account in accordance with the Senior Facility Agreement and the terms provided in the notice referred to in Clause 5.2 (*Notice of charge or assignment*) and take such action as the Security Agent may require to ensure that the account mandate for each Charged Account is altered in such way as the Security Agent may direct.

5.8 **Book Debts**

Each Chargor shall:

- 5.8.1 promptly collect each Book Debt when due for payment;
- 5.8.2 promptly take and pursue all action necessary to recover any Book Debt which is not paid when due in accordance, if applicable, with any instructions from the Security Agent; and
- 5.8.3 not agree to waive or settle any Book Debt for less than par value, other than with the prior written consent of the Security Agent.

5.9 **Intellectual Property**

Promptly following the request of the Security Agent, each Chargor shall procure that an entry is made in each relevant public register of its material Intellectual Property to record the existence of this Deed and the restrictions imposed by it.

5.10 **Specified Contracts**

- 5.10.1 Provided that no Declared Default has occurred, each Chargor may exercise its rights under each of its Specified Contract without further reference to the Security Agent, unless such exercise is reasonably likely to result in a Default, adversely and materially affect the value of the Secured Assets or prejudice the interests of the Secured Parties under any Finance Document.
- 5.10.2 Following a Declared Default, each Chargor shall exercise its rights under each of its Specified Contract only in accordance with the instructions of the Security Agent.

5.11 **Further assurance**

Each Chargor shall promptly take all actions, including executing all such documents, notices and instructions in such form as the Security Agent may reasonably require:

- 5.11.1 to create, perfect, protect and (if necessary) maintain the Security created or intended to be created over any of its assets under this Deed or for the exercise of any rights, powers and remedies of the Secured Parties provided by or under this Deed or by law or regulation including the grant of supplemental legal mortgages over any future acquired Real Property contemplated by Clause 3.2.2;
- 5.11.2 to confer on the Secured Parties security interests in or over any of its assets located in any jurisdiction other than England and Wales equivalent or similar to the Security created or intended to be created by this Deed; and
- 5.11.3 to facilitate (following this Deed becoming enforceable) the realisation of the assets which are, or are intended to be, the subject of the Security created by this Deed.

5.12 **Power to remedy**

If any Chargor fails to comply with any of its obligations under this Deed, the Security Agent (or its nominee) may (at the Chargor's expense) take such action as is necessary to protect any assets against the consequences of such Chargor's non-compliance and to ensure compliance with such obligations. The Security Agent is not obliged to perform any obligation of a Chargor or to take any action which it may be entitled to take under this Deed.

5.13 **Power of attorney**

5.13.1 Subject to Clause 5.14 (Use of Powers):

- 5.13.1.1 as security for the performance of its obligations under this Deed, each Chargor irrevocably and severally appoints the Security Agent, each Receiver and each Delegate separately to be its attorney, with full power of substitution.
- 5.13.1.2 the attorney may in the name of the relevant Chargor and on its behalf and at its expense, do anything which that Chargor is obliged to do under any Finance Document to which it is a party but has failed to do or which the Security Agent, Receiver or Delegate may, acting reasonably, consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Secured Assets or under or otherwise for the purposes of any Finance Document, or any law or regulation.
- 5.13.1.3 each Chargor ratifies and confirms anything lawfully done by any attorney under this Clause 5.13. Each Chargor agrees to indemnify the attorney against all actions, claims, demands and proceedings taken or made against it and all costs, damages, expenses,

liabilities and losses incurred by the attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

5.14 Use of Powers

The Security Agent or any Receiver or Delegate shall only be able to exercise a power of attorney under this Deed:

5.14.1 following the occurrence of a Declared Default; or

5.14.2 if a Chargor has failed to comply with a further assurance or perfection obligation (or any of them) under this Deed, within 5 Business Days of being notified of such failure (with a copy of such notice being served on the Original Chargor) and being requested to comply provided that the exercise of such power of attorney shall only be used to remedy the Chargor's failure to so comply.

6. RIGHTS OF ENFORCEMENT

6.1 Secured Obligations deemed payable

For the purposes of all rights and powers implied by statute, the Secured Obligations are due and payable on the date of this Deed.

6.2 When Security enforceable

The Security created by this Deed is enforceable at any time following a Declared Default.

6.3 Enforcement powers

At any time (a) when the Security created by this Deed is enforceable or (b) following a request by a Chargor, the Security Agent may, without further notice:

6.3.1 sell, appropriate, realise or transfer, including to itself or to any other person, all or any part of the Secured Assets;

6.3.2 appoint one or more persons to be a Receiver of all or any part of the Secured Assets provided that the Security Agent shall not be entitled to appoint a Receiver solely as a result of a moratorium being obtained, or anything being done with a view to obtaining a moratorium, under Part A1 of the Insolvency Act, except to the extent that (i) the appointment is in respect of assets charged by a floating charge referred to in section A52(4) of the Insolvency Act; or (ii) permission of the court has been obtained in accordance with section A21(c)(iii) of the Insolvency Act;

6.3.3 appoint an administrator of any Chargor;

6.3.4 exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed; and

6.3.5 take such further action as it sees fit to enforce all or any part of the Security created by this Deed.

6.4 Rights in relation to a Receiver

The Security Agent may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers.

Each Receiver will be the agent of the relevant Chargor who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver. No

Secured Party will incur any liability (either to any Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

The Security Agent may fix the remuneration of a Receiver which will be payable by the relevant Chargor and form part of the Secured Obligations.

6.5 **Redemption of prior Security**

Where there is any Security created over all or any part of the Secured Assets which ranks in priority to the Security created by this Deed and:

6.5.1 the Security created by this Deed becomes enforceable; and

6.5.2 the holder of such other Security takes any steps to enforce that Security,

the Security Agent or any Receiver may, at its sole discretion and at the cost and expense of the relevant Chargor, redeem, take a transfer of and repay the indebtedness secured by such other Security. All amounts paid by the Security Agent or a Receiver under this Clause will form part of the Secured Obligations.

6.6 **Appropriation of payments**

Any appropriation by the Security Agent or a Receiver under this Deed will override any appropriation by a Chargor.

6.7 **Financial collateral**

6.7.1 To the extent that any of the assets mortgaged, charged or assigned under this Deed constitute "financial collateral" and this Deed constitutes a "financial collateral arrangement" (In each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003) (the "**FC Regulations**") the Security Agent will have the right at any time when such Security is enforceable to appropriate all or any part of that financial collateral in such manner as it sees fit in or towards the satisfaction of the Secured Obligations.

6.7.2 Where any financial collateral is appropriated, its value shall be:

6.7.2.1 in the case of cash, its face value at the time of the appropriation;

6.7.2.2 if the financial collateral is listed or traded on a recognised exchange, the value at which it could have been sold on that exchange at the time of appropriation; and

6.7.2.3 in any other case, the amount reasonably determined by the Security Agent by such process as it may select, including independent valuation,

and each Chargor agrees that the method of valuation provided for in this Clause 6.7 is commercially reasonable for the purposes of the FC Regulations.

6.8 **National Security and Investment**

6.8.1 After the Security created by this Deed has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Deed in any manner it sees fit or as directed by the Majority Lenders. The Security Agent shall not be entitled to exercise any voting rights under Clause 5.6.3 (*Investments*) or any other powers or rights under Clause 6.3 (*Enforcement Powers*) above if and to the extent that:

- 6.8.1.1 a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the "**NSI Act**") and any regulations made under the NSI Act; and
- 6.8.1.2 either:
 - (a) the Secretary of State has not approved that notifiable acquisition in accordance with the NSI Act; or
 - (b) the Secretary of State has approved that notifiable acquisition in accordance with the NSI Act but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSI Act.

7. POWERS OF A RECEIVER

7.1 General powers

Any Receiver will have:

- 7.1.1 the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the LPA;
- 7.1.2 the rights, powers, privileges and immunities conferred on administrative receivers (whether or not that Receiver is an administrative receiver) under the Insolvency Act; and
- 7.1.3 all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers.

7.2 Specific powers

The rights, powers and remedies provided in this Deed are in addition to any rights, powers and remedies under law or regulation. Any Receiver will have the following additional powers:

- 7.2.1 the power to do or omit to do anything which the relevant Chargor could do or omit to do in relation to the Secured Assets which are the subject of the appointment;
- 7.2.2 the power to do all other acts and things which the Receiver may consider desirable or necessary for realising all or any of part of the Secured Assets or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver under this Deed or by law or regulation; and
- 7.2.3 the power to use the relevant Chargor's name for all the above purposes.

7.3 Variation of statutory powers

The following statutory provisions do not apply to this Deed or any Security created by this Deed:

- 7.3.1 the restriction on the consolidation of mortgages in section 93 of the LPA;
- 7.3.2 the restrictions on the power to grant or accept the surrender of leases in sections 99 and 100 of the LPA;
- 7.3.3 the conditions to the exercise of a power of sale in section 103 of the LPA;
- 7.3.4 the restrictions on the application of proceeds by a mortgagee or receiver in sections 105, 107(2) and 109(8) of the LPA; and

- 7.3.5 the restrictions on the appointment of a receiver in section 109(1) of the LPA and the provisions regarding a receiver's remuneration in section 109(6) of the LPA.

8. APPLICATION OF PROCEEDS

8.1 Order of priority

All amounts received by the Security Agent or a Receiver in connection with the enforcement of the Security created under this Deed will be applied, to the extent permitted by applicable law, in accordance with the provisions of the Senior Facility Agreement.

8.2 Suspense account

The Security Agent may credit any monies at any time received or realised under this Deed to an interest-bearing suspense account, for so long and on such terms as the Security Agent may determine (unless such monies would be sufficient to discharge the Secured Obligations in full, in which case the Security Agent shall apply such monies in accordance with the Senior Facility Agreement) pending their application towards discharging the Secured Obligations.

8.3 New accounts

If a Secured Party receives or is deemed to have received notice of subsequent Security over the Secured Assets, then each Secured Party may open a new account with the relevant Chargor. If a Secured Party does not open a new account, it will be treated as having done so at the time when such notice was received and as from that time all payments made by or on behalf of the relevant Chargor to that Secured Party will be credited or be treated as having been credited to the relevant new account and not as having been applied in discharge of the Secured Obligations.

8.4 Release of Secured Assets

If the Security Agent is satisfied that all the Secured Obligations have, subject to Clauses 11.1 (*Reinstatement*) and 11.2 (*Avoidable payments*), been unconditionally and irrevocably paid and discharged in full and all facilities which constitute Secured Obligations terminated, the Security Agent will, at the request and cost of the relevant Chargor, execute such documents and take such steps as may be necessary to release and re-assign the Secured Assets from the Security created by this Deed (including the execution of deeds and the return to the relevant Chargor of any documents of title).

9. PROTECTION OF THIRD PARTIES

- 9.1 No buyer from, or other person dealing with the Security Agent or a Receiver will be concerned to enquire whether:

- 9.1.1 any money remains due under the Finance Documents;
- 9.1.2 any power which the Security Agent or Receiver is purporting to exercise has arisen or become exercisable or is being properly exercised;
- 9.1.3 the Security Agent or any Receiver is validly appointed and acting within its powers in accordance with this Deed;
- 9.1.4 whether the Secured Obligations have become payable; or
- 9.1.5 how any money paid to the Security Agent or to that Receiver is to be applied.

- 9.2 The receipt of the Security Agent, any Receiver or any Delegate will be an absolute and conclusive discharge to a purchaser of any of the Secured Assets who will have no obligation to enquire how any monies are applied.

10. PROTECTION OF SECURITY AGENT

10.1 No liability as mortgagee in possession

No Secured Party will be liable to account to any Chargor as mortgagee in possession by reason of entering into possession of any of the Secured Assets, or for any cost, loss or liability on realisation, nor for any default or omission for which a mortgagee in possession might be liable (unless such cost, loss or liability is caused by its gross negligence or wilful misconduct).

10.2 Tacking

The Security created by this Deed is intended to secure any further advances which any Secured Party is obliged to make under the Finance Documents.

10.3 Discretion of the Secured Parties

Each Secured Party is entitled to exercise its rights, powers and discretions under this Deed in accordance with the terms of the Senior Facility Agreement and no Chargor has any right to control or restrict any Secured Party's exercise of any of its rights, powers or discretions under this Deed.

10.4 Security Agent Obligations

10.4.1 The Security Agent is not obliged to do any of the following in respect of any Secured Assets:

- 10.4.1.1 perform any obligation of the Chargors;
- 10.4.1.2 make any payment;
- 10.4.1.3 make any enquiry as to the nature or sufficiency of any payment received by it or the Chargors;
- 10.4.1.4 present or file any claim or take any other action to collect or enforce the payment of any amount to which it or any Chargor may be entitled; or
- 10.4.1.5 exercise any rights to which it or any Chargor may be entitled.

11. SAVING PROVISIONS

11.1 Reinstatement

If, at any time, there has been a release, settlement or discharge of any Chargor's obligations under this Deed and, as a consequence of any insolvency (or analogous) proceedings or for any other reason:

- 11.1.1 any payment made to any person in respect of any of the Secured Obligations is required to be repaid; and
- 11.1.2 any Security (or other right) held by any Secured Party in respect of any of the Secured Obligations (whether under this Deed or otherwise) is declared void, is set aside or is otherwise affected,

then the relevant Chargor's obligations under this Deed will continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and (as applicable) the relevant obligation or Security (or other right) had not been so affected; and accordingly (but without limiting a Secured Party's other rights under this Deed) the Security Agent will be entitled to recover from such Chargor the value which the Security Agent has placed upon such Security (or other right) or the amount of any such payment as if such release, settlement or discharge had not occurred.

11.2 **Avoidable payments**

If the Security Agent, acting reasonably, considers that any amount paid by any Chargor in respect of the Secured Obligations is capable of being avoided, set aside or ordered to be refunded or reduced for any reason and the same is likely to happen, then for the purposes of this Deed such amount will not be considered to have been irrevocably paid.

11.3 **Waiver of defences**

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

- 11.3.1 any time, waiver or consent granted to, or composition with, any Chargor, Obligor or other person;
- 11.3.2 the release of any other Chargor, Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- 11.3.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor, 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;
- 11.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor, Obligor or any other person;
- 11.3.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- 11.3.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- 11.3.7 any insolvency or similar proceedings.

11.4 **Chargor Intent**

Without prejudice to the generality of Clause 11.3 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security created under this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

11.5 **Immediate recourse**

Each Chargor waives any right it may have of first requiring any Secured 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 that Chargor under this Deed. This

waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

11.6 **Appropriations**

Until all amounts which may be or become payable by the Obligors or the Chargors under or in connection with the Finance Documents have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may:

- 11.6.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- 11.6.2 hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed (unless such monies would be sufficient to discharge the Secured Obligations in full, in which case the Security Agent shall apply such monies in accordance with the Senior Facility Agreement).

11.7 **Deferral of Chargors' rights**

Until all amounts which may be or become payable by the Obligors or the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor may exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under the Finance Documents:

- 11.7.1 to be indemnified by a Chargor or an Obligor;
- 11.7.2 to claim any contribution from any other Chargor or guarantor of any Obligor's obligations under the Finance Documents;
- 11.7.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- 11.7.4 to bring legal or other proceedings for an order requiring any Obligor or any Chargor to make any payment, or perform any obligation, in respect of which the Obligor or Chargor has given a guarantee, undertaking or indemnity;
- 11.7.5 to exercise any right of set-off against any Obligor or Chargor; and/or
- 11.7.6 to claim or prove as a creditor of any Obligor or Chargor in competition with any Secured Party.

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors or the Chargors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 8.1 (*Order of Priority*).

12. **CHANGES TO THE PARTIES**

12.1 **New Chargors**

Any person who wishes to become a Chargor or whom the Security Agent agrees may become a Chargor (a "**New Chargor**") in accordance with the Senior Facility Agreement

must deliver to the Security Agent a duly executed Deed of Accession. With effect from the date that the Security Agent has signed such Deed of Accession, the parties agree that the New Chargor will become a party to this Deed and will assume the same obligations as if it had been the Original Chargor under this Deed.

12.2 No assignment by the Chargors

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Deed.

12.3 Assignment by Security Agent

The Security Agent may assign any of its rights or transfer any of its rights or obligations under this Deed in accordance with the terms of the Senior Facility Agreement.

13. COUNTERPARTS

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

14. GOVERNING LAW

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

15. JURISDICTION

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

15.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed may argue to the contrary.

15.3 Clause 15.1 (*Jurisdiction*) is for the benefit of each Secured Party only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, each Secured Party may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE 1

Details of Secured Assets

Part I Real Property

Registered Land

Intentionally left blank

Part II Specified Shares

Intentionally left blank

Part III Bank accounts

Intentionally left blank

Part IV Insurances

Intentionally left blank

Part V Specified Contracts

Intentionally left blank

Part VI Specified IPR

Intentionally left blank

SCHEDULE 2

Notices

Part I **Form of notice relating to bank account (Security Agent has sole signing rights)**

To: [NAME AND ADDRESS OF ACCOUNT HOLDING INSTITUTION]

Dated: [DATE]

Notice of Security

1. We give you notice that, under a debenture dated [DATE] we have [charged/assigned by way of security] to HSBC Corporate Trustee Company (UK) Limited (the "**Security Agent**") all our present and future rights, title and interest in, under and to each account listed below (the "**Account**"), including all monies (including interest) at any time standing to the credit of such Account:

Name or designation of bank account	Account number	Name of institution and branch at which account held
[NAME OF ACCOUNT]	[ACCOUNT NUMBER]	[ACCOUNT HOLDING INSTITUTION], [BRANCH ADDRESS]

2. We may not withdraw or attempt to withdraw any amounts from the Account without the prior written consent of the Security Agent.
3. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 3.1 to hold all monies from time to time standing to the credit of each 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;
 - 3.2 to disclose to the Security Agent such information relating to us and each Account as the Security Agent may from time to time reasonably request, including granting the Security Agent access to our online account details and providing copies of all statements, in electronic or paper form; and
 - 3.3 to accept any instructions from the Security Agent to change the signatories on the relevant account mandates to persons specified by the Security Agent.
4. This notice and the authorities and instructions it contains may only be revoked or amended with the prior written consent of the Security Agent.
5. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
6. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us).

Yours faithfully,

.....
for and on behalf of

[CHARGOR]

[To be included on copy notice:]

To: HSBC Corporate Trustee Company (UK) Limited of 8 Canada Square, London, E14 5HQ

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Acknowledgement of notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any other assignment of or charge over the Account and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice set out above; and
3. will not claim or exercise any right of set-off, counterclaim, lien or right to combine accounts or any other similar rights in relation to the monies standing to the credit of the Account.

Yours faithfully,

.....
for and on behalf of

[ACCOUNT BANK]

Part II **Form of notice relating to bank account (Security Agent does not have sole signing rights)**

To: [NAME AND ADDRESS OF ACCOUNT HOLDING INSTITUTION]

Dated: [DATE]

Notice of Security

1. We give you notice that, under a debenture dated [DATE] we have [charged/assigned by a way of security] to HSBC Corporate Trustee Company (UK) Limited (the "Security Agent") all our present and future rights, title and interest in, under and to each account listed below (each an "Account"), including all monies (including interest) at any time standing to the credit of such accounts:

Name or designation of bank account	Account number	Name of institution and branch at which account held
[NAME OF ACCOUNT]	[ACCOUNT NUMBER]	[ACCOUNT HOLDING INSTITUTION], [BRANCH ADDRESS]

2. We may continue to operate each Account unless and until the Security Agent notifies you in writing to the contrary and confirms that a Declared Default (as defined under the Debenture) has occurred. With effect from the date of such notification, we may not withdraw any further monies from the Account without the prior written consent of the Security Agent to each withdrawal.
3. We therefore irrevocably and unconditionally authorise and instruct you:
 - 3.1 with effect from the date of this notice, to disclose to the Security Agent such information relating to us and each Account as the Security Agent may from time to time reasonably request, including granting the Security Agent access to our online account details and providing copies of all statements, in electronic or paper form; and
 - 3.2 with effect from the date of the notification described in paragraph 2 above:
 - 3.2.1 to hold all monies from time to time standing to the credit of each 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;
 - 3.2.2 to accept any instructions from the Security Agent to change the signatories on the relevant account mandates to persons specified by the Security Agent.
4. This notice and the authority and instructions it contains may only be revoked or amended with the prior written consent of the Security Agent.
5. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
6. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us).

Yours faithfully,

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

[To be included on copy notice:]

To: HSBC Corporate Trustee Company (UK) Limited of 8 Canada Square, London, E14 5HQ

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Acknowledgement of notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any other assignment of or charge over the Account and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice set out above; and
3. will not claim or exercise any right of set-off, counterclaim, lien or right to combine accounts or any other similar rights in relation to the monies standing to the credit of the Account.

Yours faithfully,

.....
for and on behalf of
[ACCOUNT BANK]

Part III **Form of notice relating to Insurances**

To: [INSURER] of [ADDRESS]

Dated: [DATE]

Notice of security

1. We refer to [INSURANCE POLICY DESCRIPTION], policy number [POLICY NUMBER] in respect of [CHARGOR] between us and you (the "**Policy**").
2. We give you notice that, under a debenture dated [DATE], we have assigned by way of security to HSBC Corporate Trustee Company (UK) Limited (the "**Security Agent**") all of our present and future rights, title and interest in, under and to the Policy and all proceeds and claims arising from the Policy.
3. We may not agree to amend or terminate the Policy without the prior written consent of the Security Agent.
4. Until you receive written notice to the contrary from the Security Agent that a Declared Default (as defined under the Debenture) has occurred, you may continue to deal with us in relation to the Policy. After you receive such notice, we will cease to have any right to deal with you in relation to the Policy and you must deal directly with or upon the written instructions of the Security Agent.
5. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 5.1 to disclose such information relating to the Policy and to give such acknowledgements and undertakings relating to the Policy as the Security Agent may from time to time request; [and]
 - 5.2 to make all payments under or in connection with the Policy as directed by the Security Agent[; and][.]
 - 5.3 [to give at least 30 days' notice to the Security Agent if you propose to:
 - 5.3.1 repudiate, rescind or cancel the Policy;
 - 5.3.2 treat the Policy as avoided in whole or in part;
 - 5.3.3 treat the Policy as expired due to non-payment of premium (and in such notice you must give the Security Agent the opportunity to rectify any such non-payment of premium within the notice period); or
 - 5.3.4 otherwise decline any claim under the Policy by or on behalf of any insured party.]
6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Security Agent.
7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
8. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us).

Yours faithfully,

.....
for and on behalf of

[CHARGOR]

[To be included on copy notice:]

To: **HSBC Corporate Trustee Company (UK) Limited** of 8 Canada Square, London, E14
5HQ

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Acknowledgement of notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Policy and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off, counterclaim or other similar rights in relation to amounts payable in connection with the Policy.

Yours faithfully,

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

Part IV **Form of notice relating to Specified Contracts**

To: [COUNTERPARTY] of [ADDRESS]

Dated: [Date of Notice]

Notice of security

1. We refer to a [DESCRIPTION OF CONTRACT] dated [DATE] between [, amongst others,] us and you (the "**Contract**").
2. We give you notice that, under a debenture dated [DATE] we have assigned by way of security to HSBC Corporate Trustee Company (UK) Limited (the "**Security Agent**"), all of our present and future rights, title and interest in, under and to the Contract.
3. We may not, without the prior consent of the Security Agent:
 - 3.1 agree to any amendment, supplement, extension, waiver, surrender, release or termination of the Contract;
 - 3.2 consent to any assignment or transfer of your interest under the Contract; or
 - 3.3 assign any of our rights or transfer any of our rights or obligations under the Contract.
4. Until you receive written notice to the contrary from the Security Agent that a Declared Default (as defined under the Debenture) has occurred, you may continue to deal with us in relation to the Contract. After you receive such notice, we will cease to have any right to deal with you in relation to the Contract and you must deal directly with or upon the written instructions of the Security Agent. We will remain liable to perform all our obligations under the Contract and the Security Agent is under no obligation of any kind under the Contract and assumes no liability in the event of any failure by us to perform our obligations under the Contract.
5. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 5.1 to disclose such information relating to the Contract and to give such acknowledgements and undertakings relating to the Contract as the Security Agent may from time to time request; and
 - 5.2 to pay all amounts under or in connection with the Contract to the account [in our name] with [Account Bank] (account number [Number] and sort code [Number]), unless otherwise directed by the Security Agent.
6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Security Agent.
7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
8. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us).

Yours faithfully,

.....
For and on behalf of
[CHARGOR]

[To be included on copy notice:]

To: HSBC Corporate Trustee Company (UK) Limited of 8 Canada Square, London, E14 5HQ

Copy to: [NAME OF CHARGOR(S)] of [ADDRESS]

Dated: [DATE]

Acknowledgement of notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Contract and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off or counterclaim or any other similar rights in relation to amounts payable in connection with the Contract.

Yours faithfully,

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

SCHEDULE 3

Form of Deed of Accession

This Deed is made on [DATE] between:

- (1) **[ACCEDING CHARGOR]**, a company incorporated in [England and Wales] with company number [NUMBER] (the "**New Chargor**"); and
- (2) **HSBC Corporate Trustee Company (UK) Limited** (the "**Security Agent**") as security trustee for the Secured Parties appointed under the Senior Facility Agreement.

1. **INTERPRETATION**

- 1.1 In this Deed, the "**Debenture**" means a debenture dated [DATE] made between, amongst others, the Original Chargor and the Security Agent.
- 1.2 Unless a contrary indication appears:
 - 1.2.1 terms defined in the Debenture will have the same meaning in this Deed; and
 - 1.2.2 the principles of construction in Clause 1.2 (*Construction*) of the Debenture apply also to this Deed as if set out in full in this Deed, except that references to the Debenture shall be construed as references to this Deed.
- 1.3 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed. Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

2. **ACCESSION**

2.1 **Agreement to accede**

The New Chargor agrees to accede and become a party to the Debenture and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed.

2.2 **Effect of accession**

With effect from the date of this Deed, the Debenture will be read and construed for all purposes as if the New Chargor had been an original party to it in the capacity of a Chargor (but so that the Security created as a result of such accession is created on the date of this Deed). The Debenture will continue in full force and effect and the Debenture and this Deed will be read as one and construed so that references in the Debenture to "**this Deed**" and similar phrases will be deemed to include this Deed of Accession.

3. **SECURITY**

3.1 **Grant of Security**

Without limiting the generality of Clause 2 (*Accession*) above, the New Chargor grants Security on terms set out in Clause 3 (*Grant of Security*) of the Debenture as if such terms were set out in full in this Deed.

3.2 **Mortgage**

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, the New Chargor charges by way of first legal mortgage:

- 3.2.1 all its Real Property listed in the schedule to this Deed; and
- 3.2.2 all its other Real Property (if any) as at the date of this Deed.

3.3 **Fixed charges**

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, the New Chargor charges by way of first fixed charge:

- 3.3.1 [all the shares listed in the schedule to this Deed;][and]
- 3.3.2 [all its accounts, including any listed in the schedule to this Deed, maintained with Secured Party and all monies (including interest) at any time standing to the credit of each such account.]

3.4 **Assignment**

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, the New Chargor assigns by way of security to the Security Agent:

- 3.4.1 each of its Specified Insurances, including any listed in the schedule to this Deed;
- 3.4.2 all its Specified Contracts listed in the schedule to this Deed;
- 3.4.3 all its Specified IPR listed in the schedule to this Deed; and
- 3.4.4 all its Charged Accounts, including any listed in the schedule to this Deed, maintained with any bank, financial institution or other person (other than Secured Party) and all monies (including interest) at any time standing to the credit of each such account.

Notwithstanding the terms of Clause 3.4.1, prior to the occurrence of a Declared Default, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights and remedies and retain the entitlement to all claims and proceeds in connection with those assets and agreements assigned under Clause 3.4.1.

3.5 **Real Property Restriction**

The New Chargor shall ensure that a restriction in the following terms is entered on the register of the title of its Real Property at HM Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of HSBC Corporate Trustee Company (UK) Limited as security trustee referred to in the charges register, or its conveyancer."

together with, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Finance Documents. The New Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

3.6 **No avoidance of Security**

The Security created as a result of this Deed will not in any way be avoided, discharged, 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.

4. **COUNTERPARTS**

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

5. GOVERNING LAW

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

6. JURISDICTION

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

6.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.

6.3 Clause 6.1 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, each Secured Party may take concurrent proceedings in any number of jurisdictions.

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

[INSERT SCHEDULES]

[INSERT EXECUTION PROVISIONS]



EXECUTION OF DEBENTURE

The Original Chargor

Executed as a deed by)
J.CARTER SPORTING CLUB LIMITED)
acting by a director in the presence of:)
) **Director**

Name: Thomas Beahon

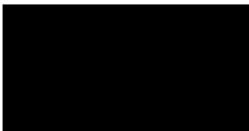
I hereby confirm that I was physically present when the director signed this Deed

Witness signature: 
Witness name: Philip Beahon
Witness address: 

The Security Agent

Executed as a deed by Baljit Purewal as)
attorney for)
HSBC CORPORATE TRUSTEE COMPANY)
(UK) LIMITED,)
in the presence of:)

Baljit Purewal
as attorney for **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Witness signature: 
Witness name: Aj purewal
Witness address: 