



**Registration of a Charge**

Company Name: **EG GROUP LIMITED**

Company Number: **09826582**



Received for filing in Electronic Format on the: **14/06/2021**

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**Details of Charge**

Date of creation: **09/06/2021**

Charge code: **0982 6582 0013**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES**

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: **CLIFFORD CHANCE LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 9826582

Charge code: 0982 6582 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th June 2021 and created by EG GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th June 2021 .

Given at Companies House, Cardiff on 15th June 2021

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**

9 June 2021

**THE CHARGORS LISTED HEREIN**  
(as Original Chargors)

and

**BARCLAYS BANK PLC**  
(as Security Agent)

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**FIFTH SUPPLEMENTAL DEBENTURE**

Supplemental to the Existing Debenture and entered  
into subject to the terms of the Intercreditor Agreement  
(each term as defined herein)

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**This Supplemental Debenture** is made on the date stated on the front page.

Parties:

- (1) **EG MIDCO 1 LIMITED**, a company incorporated in England and Wales with registered number 11166069 (“**Topco**”);
- (2) **EG GROUP LIMITED**, a company incorporated in England and Wales with registered number 09826582 (the “**Parent**”);
- (3) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) (each an “**Original Chargor**” and together the “**Original Chargors**”); and
- (4) **BARCLAYS BANK PLC** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

It is agreed as follows:

## **1. INTERPRETATION**

### **1.1 Definitions**

In this Supplemental Debenture:

“**Assigned Agreements**” means the Insurance Policies and any other agreements designated as Assigned Agreements by the Parent and the Security Agent.

“**Bank Accounts**” means all current and future material current, deposit or other accounts opened or maintained by a Chargor (excluding Topco and the Jersey Chargor) in England and Wales from time to time, including the debt or debts represented thereby and all Related Rights.

“**Charged Property**” means all the assets and undertakings from time to time mortgaged, charged or assigned to or subject to the security created or expressed to be created in favour of the Security Agent by or pursuant to this Supplemental Debenture and any Security Accession Deeds.

“**Chargor**” means each Original Chargor together with any person which becomes a Chargor and grants Security over its assets in favour of the Security Agent by executing a Security Accession Deed.

“**Counterparty Notice**” means a notice substantially in the form set out in Part 1 of Schedule 4 (*Form of Counterparty Notice*).

“**Debt Documents**” means the “*Secured Debt Documents*” as defined in the Intercreditor Agreement (other than the Topco Facility Finance Documents and the Topco Notes Finance Documents).

“**Declared Default**” means an “*Acceleration Event*” as defined in the Intercreditor Agreement (other than a Topco Acceleration Event or a Topco Notes Acceleration Event).

“**Event of Default**” means an “*Event of Default*” as defined in the Intercreditor Agreement.

“**Excluded Real Property**” means:

- (a) each Chargor's interest in the whole or any part of the Real Property of each Chargor which from time to time is expressed to be the subject of any Real Property Security created or expressed to be created by it in favour of the Security Agent by or pursuant to this Supplemental Debenture in respect of which the creation of any fixed Real Property Security is prohibited either absolutely or without consent and such consent has not been obtained in accordance with Clause 4 (*Excluded Real Property*); or
- (b) any unregistered freehold and / or leasehold property which, (x) if subject to any such Security, would be required to be registered under the Land Registration Act 2002 (provided that such real property shall only be excluded for so long as it remains unregistered) or (y) (except as otherwise agreed between the Parent and the Security Agent) is a leasehold property that has 25 years or less to run on the lease or has a rack-rent payable in respect thereof.

**"Existing Debenture"** means the Original Debenture as previously supplemented by the First Supplemental Debenture, the Second Supplemental Debenture, the Third Supplemental Debenture and the Fourth Supplemental Debenture as previously amended by the First Security Accession Deed, the Second Security Accession Deed and the Third Security Accession Deed.

**"Finance Documents"** means the "*Finance Documents*" as defined in the Intercreditor Agreement.

**"First Security Accession Deed"** means the English law security accession deed dated 6 April 2018 entered into between, among others, Euro Garages Limited, the Jersey Chargor and the Security Agent.

**"First Supplemental Debenture"** means the English law supplemental debenture dated 6 April 2018 entered into between EG Midco 1 Limited, EG Group Limited and EG Finco Limited as chargors and the Security Agent.

**"Fourth Supplemental Debenture"** means the English law supplemental debenture dated 6 March 2020 entered into between, among others, the Original Chargors and the Security Agent.

**"Group"** means the "*Group*" as defined in the Intercreditor Agreement.

**"Insurance Notice"** means a notice substantially in the form set out in Part 2 of Schedule 4 (*Form of Counterparty Notice*).

**"Insurance Policies"** means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Chargor (excluding Topco and the Jersey Chargor) or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance.

**"Intellectual Property"** means with respect to a Chargor (excluding Topco and the Jersey Chargor) all of its rights, title and interest from time to time in:

- (a) any patents, utility models, trademarks, service marks, designs, business names, copyrights, database rights, design rights, registered designs, domain names, moral rights, inventions, confidential information, trade secrets, knowhow and all other intellectual property rights throughout the world and interests (which may now or in the future subsist), whether registered or unregistered; and

- (b) the benefit of all applications (and all goodwill associated with such applications) and rights to use such assets of a Chargor (excluding Topco and the Jersey Chargor), including all rights under any agreements relating to the use or exploitation of any such rights, which may now or in the future subsist,

and all Related Rights.

**“Intra-Group Debt Documents”** means all current and future intra-group loans (if any) entered into between the Topco as lender and Parent as borrower.

**“Intercreditor Agreement”** means the intercreditor agreement dated 6 February 2018, as amended or amended and restated from time to time, between, among others, the Security Agent and the Chargors.

**“Investments”** means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (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 a Chargor (now or in the future owned by it or (to the extent of its interest) in which or in the future it has an interest) or by any agent, nominee, fiduciary or clearance system now or in the future on its behalf and all Related Rights (including all rights against any such agent, nominee, fiduciary or clearance system).

**“Jersey Chargor”** means Euro Garages (Jersey) Limited, a company incorporated in Jersey with registered number 99394.

**“Legal Charge”** means a charge by way of legal mortgage granted by a Chargor in favour of the Security Agent, and substantially in the form of Schedule 6 (*Form of Legal Charge*).

**“Material Subsidiary”** means “*Material Subsidiary*” as defined in the Intercreditor Agreement.

**“Obligor”** means “*Obligor*” as defined in the Senior Facilities Agreement.

**“Original Debenture”** means the English law debenture dated 7 February 2018 entered into between, among others, EG Midco 1 Limited, EG Group Limited and EG Finco Limited as chargors and the Security Agent.

**“Other Debts”** means any current and future book and other debts and monetary claims owing to a Chargor (excluding Topco and the Jersey Chargor) and any proceeds of such debts and claims now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, security, guarantees or indemnities of any kind (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 a Chargor (excluding Topco and the Jersey Chargor) is a party and any other assets, property, rights or undertaking of a Chargor (excluding Topco and the Jersey Chargor)).

**“Real Property”** means:



- (a) any freehold and/or leasehold property specified in Schedule 2 (*Real Properties*), in Schedule 1 of any relevant Security Accession Deed or in the schedule of any Legal Charge;
- (b) such other freehold or leasehold property acquired by a Chargor (excluding Topco and the Jersey Chargor) after the date of this Supplemental Debenture or any relevant Security Accession Deed (as applicable) which falls within the definition of “*Material Real Property*” as defined at Clause 27.8(l) (*Guarantees and Security*) of the Senior Facilities Agreement; and
- (c) 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 any Related Rights.

“**Real Property Security**” means any mortgage or fixed charge expressed to be created by or pursuant to Clause 3.3 (*Fixed Real Property Security*) of this Supplemental Debenture, any Security Accession Deed or any Legal Charge.

“**Receiver**” means the “*Receiver*” as defined in the Intercreditor Agreement.

“**Related Rights**” means, in relation to any asset:

- (a) the net proceeds of sale of any part of that asset;
- (b) all rights and benefits under any licence, assignment, 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 moneys and proceeds received by or paid or payable in respect of that asset.

“**Required Creditor Consent**” means “*Required Creditor Consent*” as defined in the Intercreditor Agreement.

“**Second Security Accession Deed**” means the English law security accession deed dated 27 March 2019 entered into between, among others, EG AsiaPac Ltd and the Security Agent.

“**Second Supplemental Debenture**” means the English law supplemental debenture dated 13 May 2019 entered into between, among others, the Original Chargors (other than EG Global Finance plc) and the Security Agent.

“**Secured Obligations**” means “*Secured Obligations*” as defined in the Intercreditor Agreement.

“**Secured Parties**” means the Security Agent, the other Secured Parties (as defined in the Intercreditor Agreement) and any Receiver.

“**Security**” means any mortgage, charge (fixed or floating), pledge, lien or other security interest securing any obligation of any person and any other agreement entered into for the purpose and having the effect of conferring security or any arrangement having a similar effect.

**“Security Accession Deed”** means a deed executed by a member of the Group substantially in the form set out in Schedule 5 (*Form of Security Accession Deed*) other than the First Security Accession Deed, the Second Security Accession Deed and the Third Security Accession Deed.

**“Senior Facilities Agreement”** means the *“Senior Facilities Agreement”* as defined in the Intercreditor Agreement.

**“Shares”** means, (a) in relation to Topco, all present and future shares owned by Topco in the Parent, (b) in relation to the Jersey Chargor, all present and future shares owned by the Jersey Chargor in Euro Garages Limited and (c) in relation to any other Chargor, all present and future shares owned by that Chargor in each Material Subsidiary which is incorporated in England and Wales, from time to time, including, without limitation, as specified in Schedule 3 (*Shares*) and in Schedule 2 of any relevant Security Accession Deed.

**“Tangible Moveable Property”** means all current and future fixtures, fittings, plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of any Chargor’s (excluding Topco’s and the Jersey Chargor’s) stock in trade or work in progress) and all Related Rights now or in the future.

**“Third Security Accession Deed”** means the English law security accession deed dated 13 May 2019 to the Second Supplemental Debenture entered into between, among others, EG Global Finance plc and the Security Agent.

**“Third Supplemental Debenture”** means the English law supplemental debenture dated 21 October 2019 entered into between, among others, the Original Chargors and the Security Agent.

**“Transaction Security Documents”** means *“Transaction Security Documents”* as defined in the Intercreditor Agreement.

## 1.2 Construction

In this Supplemental Debenture, unless a contrary intention appears, a reference to:

- (a) an **“agreement”** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an **“amendment”** includes any amendment, supplement, variation, novation, modification, replacement or restatement and **“amend”**, **“amending”** and **“amended”** shall be construed accordingly;
- (c) **“assets”** includes present and future properties, revenues and rights of every description;
- (d) this **“Supplemental Debenture”** includes, in respect of any Chargor (other than an Original Chargor), any Security Accession Deed hereto;
- (e) **“including”** means including without limitation and **“includes”** and **“included”** shall be construed accordingly;
- (f) **“losses”** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **“loss”** shall be construed accordingly;

- (g) “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
- (h) “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (i) a “**Chargor**” in relation to any Charged Property is, if that Chargor holds any right, title or interest in that Charged Property jointly with any other Chargor, a reference to those Chargors jointly; and
- (j) a reference in this Supplemental Debenture to a mortgage or charge of any freehold or leasehold or property includes all buildings, fixtures and fittings from time to time on or forming that property and all Related Rights.

### 1.3 Other References and Interpretation

- (a) In this Supplemental Debenture, unless a contrary intention appears, a reference to:
  - (i) any Secured Party, Obligor, Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person’s (and any subsequent) successors in title, permitted assignees and transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Debt Documents;
  - (ii) any Debt Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended, novated, varied, released, supplemented, extended, restated or replaced (in each case, however fundamentally), including by way of increase of the facilities or other obligations or addition of new facilities or other obligations made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Debt Document;
  - (iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Supplemental Debenture and any reference to this Supplemental Debenture includes its schedules;
  - (iv) an Event of Default or Declared Default is “**continuing**” if it has not been remedied or waived; and
  - (v) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this Supplemental Debenture are inserted for convenience only and are to be ignored in construing this Supplemental Debenture.
- (c) Words importing the plural shall include the singular and vice versa.
- (d) Unless otherwise defined in this Supplemental Debenture, words and expressions defined in the Intercreditor Agreement or the Senior Facilities Agreement shall have the same meanings when used in this Supplemental Debenture. In the event of any conflict or inconsistency between the terms of this Supplemental Debenture and the terms of the

Intercreditor Agreement and/or the Senior Facilities Agreement, the terms of the Intercreditor Agreement or Senior Facilities Agreement (as applicable) will prevail.

- (e) A person who is not a party to this Supplemental 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 Supplemental Debenture.
- (f) The terms of the other Debt Documents and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated into each Debt Document to the extent required for any purported disposition of the Real Property contained in this Supplemental Debenture to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (g) Notwithstanding anything to the contrary in this Supplemental Debenture, the terms of this Supplemental Debenture shall not operate or be construed so as to prohibit any transaction, matter or other step not prohibited by the Finance Documents or where Required Creditor Consent has been obtained and the Security Agent shall promptly enter into such documentation and/or take such other action as is required by a Chargor (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Security Agent entering into such documentation and/or taking such other action at the request of such Chargor pursuant to this paragraph (g) shall be for the account of such Chargor, as if it was an expense payable under Clause 22.2 (*Transaction Expenses*) of the Intercreditor Agreement.
- (h) The obligations of each Chargor under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.
- (i) 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 Supplemental Debenture or any other Debt Document.
- (j) This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Security Agent has executed it under hand only.
- (k) Notwithstanding any other provision of this Supplemental Debenture, the Security constituted in relation to the trusts created by this Supplemental Debenture and the exercise of any right or remedy by the Security Agent hereunder shall be subject to the Intercreditor Agreement.

#### **1.4 Incorporation of provisions into any Legal Charge**

Clauses 1.2 (*Construction*), 2 (*Covenant to Pay*), 7 (*Further Assurance*), 8 (*Rights of Chargors*), 9 (*Continuing Security*), 10 (*Enforcement of Security*), 11 (*Receivers*), 13 (*Protection of Security Agent and Receiver*), 14 (*Power of Attorney*), 15 (*Protection for Third Parties*), 16 (*Deferral of Chargor rights*), 21 (*Changes to Parties*), 22 (*Miscellaneous*) and 23 (*Governing Law and Jurisdiction*) of this Supplemental Debenture are incorporated into any Legal Charge as if expressly incorporated into that Legal Charge, as if references in those clauses to this Supplemental Debenture were references to that Legal Charge and as if all references in those clauses to Charged Property were references to the assets of the Chargor from time to time charged in favour of, or assigned (whether at law or in equity) to the Security Agent by or pursuant to that Legal Charge.

## **1.5 Separate Security**

Clause 3.1 (*Fixed Security*) and Clause 3.3 (*Fixed Real Property Security*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Supplemental Debenture and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Supplemental Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not.

## **1.6 Security Agent assumes no obligation**

Subject to Clause 18 (*Covenant to Release*), the Security Agent shall not be under any obligation in relation to the Charged Property as a consequence of this Supplemental Debenture and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Property.

## **1.7 Security Confirmation**

Each Chargor confirms for the benefit of the Secured Parties that with effect from the date of this Supplemental Debenture, the Security created or purported to be created pursuant to the Existing Debenture shall remain in full force and effect and continue to secure the Secured Obligations under the Finance Documents.

## **1.8 No Merger**

Any mortgage, charge or assignment (whether at law or in equity) created by the Existing Debenture shall continue in full force and effect notwithstanding this Supplemental Debenture and shall not merge in any Security constituted by this Supplemental Debenture or be released, extinguished or effected in any way by the Security constituted by this Supplemental Debenture.

## **1.9 Existing Debenture**

- (a) It is agreed and acknowledged that the Security created or purported to be created pursuant to this Supplemental Debenture shall be in addition to and without prejudice to the confirmations in Clause 1.7 (*Security Confirmation*) and without prejudice but subject only to the Security created or purported to be created pursuant to the Existing Debenture.
- (b) Except insofar as supplemented by this Supplemental Debenture, the Existing Debenture shall remain in full force and effect.
- (c) Notwithstanding any other provision of this Supplemental Debenture:
  - (i) no Chargor shall be in breach of its obligations under this Supplemental Debenture if that breach results directly from (x) an asset which is secured, or purported to be secured, by way of an assignment by that Chargor under this Supplemental Debenture also being subject to security by way of an assignment by that Chargor under the Existing Debenture or (y) an asset which is secured, or purported to be secured, by that Chargor under this Supplemental Debenture on a first ranking basis or with full title guarantee also being secured under the Existing Debenture on a first ranking basis or with full title guarantee; **provided that**, and only for so long as, (in the case of paragraph (x) above) the security by way of assignment over that asset under the Existing Debenture remains in full force and effect and (in the case

of paragraph (y) above) that asset remains secured under the Existing Debenture on a first ranking basis or with full title guarantee;

- (ii) if, and only for so long as, the security interests constituted by the Existing Debenture remain in full force and effect, no Chargor shall be in breach of any representation (whether as to full title guarantee or otherwise) or undertaking herein if such representation is untrue or such undertaking would otherwise be breached as a result of the security constituted by the Existing Debenture remaining in force and effect;
- (iii) if a Chargor is in compliance, or has complied, with the terms of the Existing Debenture (including without limitation (x) any obligation to deliver or deposit any deeds, documents of title, certificates, evidence of ownership or related documentation or (y) any obligation pursuant to proviso (A) in Clause 3.8 (*Excluded Assets*) of the Original Debenture, the First Supplemental Debenture, the Second Supplemental, the Third Supplemental Debenture and/or the Fourth Supplemental Debenture to use reasonable endeavours to obtain consent to charging an asset or undertaking or to take any step pursuant to Clause 4 (*Excluded Real Property*) of the Original Debenture, the First Supplemental Debenture, the Second Supplemental Debenture, the Third Supplemental Debenture and/or the Fourth Supplemental Debenture) then to the extent that the terms of this Supplemental Debenture are the same and apply in respect of the same assets, then the Chargor will be deemed to have complied with the respective terms of this Supplemental Debenture; and
- (iv) notwithstanding anything herein to the contrary, the Security granted pursuant to this Supplemental Debenture and the exercise of any right or remedy by the Security Agent and the other Secured Parties are subject to the provisions of the Intercreditor Agreement and, in the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Supplemental Debenture, the provisions of the Intercreditor Agreement shall prevail.

## **2. COVENANT TO PAY**

- 2.1 Subject to any limits on its liability expressly specified in the Debt Documents, each Chargor (subject to Clause 2.2 below in the case of Topco) covenants, as primary obligor and not only as surety, with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on demand of the Security Agent, provided the Security Agent has the requisite authority to make such demand in accordance with the Debt Documents.
- 2.2 Notwithstanding any other provision of this Supplemental Debenture or any other Finance Document, the recourse of the Secured Parties to Topco under this Supplemental Debenture shall at all times be limited to Topco's Charged Property and to the proceeds of sale or other realisation thereof and, subject to the foregoing, the Secured Parties shall not have recourse to Topco generally or to any other asset of Topco.

## **3. CHARGING PROVISIONS**

### **3.1 Fixed Security**

Subject to Clause 3.8 (*Excluded Assets*), each Chargor (excluding Topco and the Jersey Chargor), as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest, right or title by way of first fixed charge:

- (a) all of its Investments (other than the Shares);
- (b) the Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise);
- (c) all of its Intellectual Property;
- (d) all of its Tangible Moveable Property;
- (e) all of its Other Debts and all rights and claims against third parties in respect of those Other Debts and all corresponding Related Rights other than any claims which are otherwise subject to a fixed charge or assignment pursuant to this Supplemental Debenture;
- (f) the Bank Accounts and Related Rights; and
- (g) all of its goodwill and uncalled capital.

### **3.2 Security Assignment**

Subject to Clause 3.8 (*Excluded Assets*), and as continuing security for the payment of the Secured Obligations, each Chargor (excluding Topco and the Jersey Chargor) assigns absolutely by way of security with full title guarantee to the Security Agent all its right, title and interest from time to time in and to the Assigned Agreements and all Related Rights, provided that on payment and discharge in full of the Secured Obligations the Security Agent will promptly re-assign the relevant Assigned Agreements to that Chargor (or as it shall direct) in accordance with Clause 19.23 (*Winding Up of Trust and release of Transaction Security*) of the Intercreditor Agreement.

### **3.3 Fixed Real Property Security**

- (a) Each Chargor (excluding Topco and the Jersey Chargor) charges in favour of the Security Agent, by way of first legal mortgage, subject to Clause 4 (*Excluded Real Property*), its Real Property in England and Wales vested in the Chargor on the date on which it becomes a party to this Supplemental Debenture or a party to any relevant Security Accession Deed.
- (b) To the extent not effectively mortgaged under Clause 3.3(a) above, each Chargor (excluding Topco and the Jersey Chargor) charges in favour of the Security Agent by way of first fixed charge, subject to Clause 4 (*Excluded Real Property*), its Real Property in England and Wales vested in the Chargor on the date on which it becomes a party to this Supplemental Debenture or a party to any relevant Security Accession Deed.

### **3.4 Topco and Jersey Chargor Security**

- (a) Subject to Clause 3.8 (*Excluded Assets*) and as continuing security for the payment of the Secured Obligations:

- (i) Topco charges in favour of the Security Agent with full title guarantee, by way of first fixed charge all of its rights, title and interest from time to time to the Shares and all corresponding Related Rights; and
  - (ii) the Jersey Chargor charges in favour of the Security Agent with full title guarantee, by way of first fixed charge all of its rights, title and interest from time to time to the Shares and all corresponding Related Rights.
- (b) Subject to Clause 3.8 (*Excluded Assets*) and as continuing security for the full payment of the Secured Obligations, Topco assigns absolutely by way of security with full title guarantee to the Security Agent all its right, title and interest from time to time in and to the Intra-Group Debt Documents and all Related Rights, provided that on payment and discharge in full of the Secured Obligations the Security Agent will promptly re-assign the relevant Intra-Group Debt Documents to Topco (or as it shall direct) in accordance with Clause 19.23 (*Winding Up of Trust and release of Transaction Security*) of the Intercreditor Agreement.

### **3.5 Floating Charge**

- (a) Subject to Clause 3.8 (*Excluded Assets*), as further continuing security for the full payment of the Secured Obligations, each Chargor (excluding Topco, the Parent and the Jersey Chargor) charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets and undertakings of that Chargor (including, for the avoidance of doubt, any Real Property held by such Chargor from time to time, other than any Excluded Real Property) and deferred in point of priority to all Security validly and effectively created under Clause 3.1 (*Fixed Security*) or Clause 3.3 (*Fixed Real Property Security*) or assigned under Clause 3.2 (*Security Assignment*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to this Clause 3.5.

### **3.6 Parent Floating Charge**

- (a) As further continuing security for the full payment of the Secured Obligations, the Parent charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets and undertakings, deferred in point of priority to all Security validly and effectively created under Clause 3.1 (*Fixed Security*) or assigned under Clause 3.2 (*Security Assignment*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to this Clause 3.6.

### **3.7 Conversion of a Floating Charge**

- (a) The Security Agent may, by prior written notice to the Parent, convert the floating charge created under this Supplemental Debenture into a fixed charge with immediate effect as regards those assets which it specifies in the notice, if:
- (i) a Declared Default has occurred and is continuing; or



- (ii) it is necessary to do so in order to protect the priority of the Security created in favour of the Security Agent under this Supplemental Debenture over any assets, where a Chargor creates or purports to create Security over such assets, save where the relevant Chargor is not prohibited from creating such Security under the Debt Documents or where the Security Agent has given prior written consent.
- (b) The floating charge created under this Supplemental Debenture will automatically (without notice) and immediately be converted into a fixed charge over any asset charged under the floating charge created under this Supplemental Debenture if:
  - (i) any Chargor creates (or purports to create) any Security over such asset, other than to the extent not prohibited by the Debt Documents or where Required Creditor Consent has been obtained or with the prior consent of the Security Agent;
  - (ii) any person levies or attempts to levy an distress, execution or other process against such asset;
  - (iii) a Chargor is or is deemed to be or is declared for the purposes of any applicable law to be, unable to or admits its inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors generally or any class of them (other than the Secured Parties) for the rescheduling any of its financial indebtedness;
  - (iv) a Receiver is appointed over such asset;
  - (v) a meeting is convened for the passing of a resolution for the voluntary winding-up of the relevant Chargor;
  - (vi) a petition is presented for the compulsory winding-up of the relevant Chargor;
  - (vii) a provisional liquidator is appointed to the relevant Chargor; or
  - (viii) a resolution is passed or an order is made for the dissolution or reorganisation of the relevant Chargor.
- (c) The obtaining of a moratorium under Part A1 of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Supplemental Debenture to crystallise or causing restrictions which would not otherwise apply to be imposed as the disposal or property by any Chargor or a ground for the appointment of the Receiver.
- (d) Paragraph (c) above does not apply to any floating charges referred to in sub-section (4) of section A52 of Part A1 of the Insolvency Act 1986.

### 3.8 Excluded Assets

- (a) Unless otherwise expressly agreed in writing between the relevant Chargor and the Security Agent after the date on which it becomes a party to this Supplemental Debenture, there shall be excluded from the Security created by this Clause 3 (*Charging Provisions*), from the other provisions of this Supplemental Debenture and from the operation of any further

assurance provisions contained in the Debt Documents (other than in relation to the Security created by Clause 3.3 (*Fixed Real Property Security*)) and (to the extent relating to assets secured by Clause 3.3 (*Fixed Real Property Security*)) Clause 7 (*Further Assurance*) where Clause 4 (*Excluded Real Property*) shall apply):

- (i) any asset or undertaking which a Chargor is at any time prohibited (whether conditionally or unconditionally) from creating Security on or over by reason of any contract, licence, lease, instrument or other arrangement with a third party or any asset or undertaking which a Chargor is precluded from creating Security on or over without the prior consent of a third party in each case to the extent of that prohibition and for so long as such prohibition is in existence or until consent has been received from the third party;
- (ii) any asset or undertaking which, if subject to any such Security or the provisions of this Supplemental Debenture, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of any member of the Group in respect of that asset or undertaking or require any member of the Group to take any action materially adverse to the interests of the Group or any member thereof, in each case to the extent of that right and for so long as such right is in existence or until a waiver of the relevant term has been received from the third party;
- (iii) any asset or undertaking situated outside England and Wales;
- (iv) any Investment in a joint venture (or other minority interest investment), or any member of the Group which is not wholly owned by another member of the Group, or any member of the Group which is not a Material Subsidiary or an Obligor;
- (v) any asset or undertaking subject to security in favour of a third party, any bank account which is solely utilised for the administration of a letter of credit facility which has been or is to be provided outside of the Debt Documents or any cash constituting regulatory capital or customer cash; and
- (vi) any asset or undertaking representing more than 65 per cent. of the total combined voting power of all classes of shares entitled to vote of (i) any “controlled foreign corporation” (as defined under Section 957 of the Internal Revenue Code of 1986, as amended) (a “CFC”) that is directly owned for US federal income tax purposes by a US Person owned by a Chargor, or (ii) any (A) US entity or (B) non-US entity that is treated as a disregarded entity for US federal income tax purposes, in each case that is owned by a US Person owned by a Chargor and has no material assets other than equity interests (or equity interests and indebtedness) of one or more CFCs,

provided that, in the case of paragraphs (i) and (ii) and subject to Clause 1.9 (*Existing Debenture*), (A) each relevant Chargor shall use reasonable endeavours (but without incurring material costs and without adverse impact on relationships with third parties) to obtain consent to charging any such asset or undertaking (where otherwise prohibited) if the Security Agent specifies prior to the date of this Supplemental Debenture or, as the case may be, the date of such Chargor’s execution of a Security Accession Deed (as applicable), that such asset or undertaking is material, and (B) if such prohibition or right to terminate is irrevocably and unconditionally waived or otherwise ceases to apply, the Chargor agrees to take all steps required pursuant to Clause 27.9 (*Further Assurance*) of the Senior

Facilities Agreement such that the relevant asset is thereafter included in the relevant Security created by this Clause 3, but otherwise continuing to be subject to this Clause 3.8 (*Excluded Assets*).

- (b) If at any time a Chargor notifies the Security Agent that an asset being subject to the Security created by this Clause 3 (*Charging Provisions*) or any other provision of this Supplemental Debenture has a material adverse effect on the ability of the relevant member of the Group to conduct its operations and business as otherwise not prohibited by the Finance Documents or as otherwise excluded by virtue of this Clause 3.8 (*Excluded Assets*), the Security Agent shall promptly enter into such documentation as is required by that Chargor in order to release that asset from the Security created by this Clause 3 (*Charging Provisions*) and the other provisions of this Supplemental Debenture, provided that any costs and expenses incurred by the Security Agent entering into such documentation at the request of such Chargor pursuant to this Clause 3.8 (*Excluded Assets*) shall be for the account of such Chargor (subject to Clause 22 (*Costs and Expenses*) of the Intercreditor Agreement). The Security Agent is entitled to rely absolutely and without any further investigation on any such notification from a Chargor and is irrevocably authorized by each Secured Party to enter into such documentation.
- (c) If, at any time after an asset is released from the Security created pursuant to this Supplemental Debenture in accordance with paragraph (b) above, that asset being subject to the Security created pursuant to this Supplemental Debenture would no longer have a material adverse effect on the ability of the Chargor to conduct its operations and business, the Chargor shall, subject to the provisions of the Debt Documents (including Clause 1.9 (*Existing Debenture*)), as soon as reasonably practicable enter into such documentation as is required in order to ensure that asset is subject to Security on the terms of this Supplemental Debenture.

#### **4. EXCLUDED REAL PROPERTY**

- 4.1 The fixed Real Property Security from time to time constituted by this Supplemental Debenture does not extend to any Chargor's interest in any Real Property under paragraph (a) of the definition of Excluded Real Property (the "**Restricted Excluded Real Property**") unless and until any relevant consent has been obtained or any restriction on the creation of Security over any such asset is removed. Until such time, only a floating charge shall be created over the relevant Real Property pursuant to Clause 3.5 (*Floating Charge*), provided that the Security Agent shall release such Real Property from that floating charge if the relevant landlord objects to the creation of such floating charge.
- 4.2 Subject to the Agreed Security Principles and Clause 1.9 (*Existing Debenture*), the Chargor shall use its reasonable endeavours to obtain any consent necessary for the creation of the Real Property Security or to remove any relevant restriction on the creation of the Real Property Security (in each case in form and substance satisfactory to the Security Agent, acting reasonably) to enable the Restricted Excluded Real Property (and any part of it) to be the subject of an effective fixed charge pursuant to this Supplemental Debenture, a Security Accession Deed or Legal Charge. Upon obtaining any such consent or the removal of any such restriction, the Real Property concerned will become subject to the Real Property Security and each Chargor shall, subject to Clause 1.9 (*Existing Debenture*), promptly deliver a copy of such consent or evidence of such removal to the Security Agent and shall enter into a Legal Charge pursuant to Clause 7 (*Further assurance*), provided that, for the avoidance of doubt, there shall be no requirement to create Real Property Security over any

Real Property prior to the date falling six (6) months after the date of acquisition by the relevant Chargor of any Real Property in accordance with Clause 27.8(k) of the Senior Facilities Agreement.

- 4.3 The obligation of a Chargor to create the Real Property Security over its leasehold property where the consent of the applicable landlord is required in order to create Real Property Security over such property shall cease if the consent of the applicable landlord is not received or is refused within sixty (60) days of an application for such consent being made and the relevant Chargor has used its reasonable endeavours in accordance with Clause 4.1 above to obtain such consent within that sixty (60) day period.

## **5. IMPLIED COVENANTS FOR TITLE**

- 5.1 The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to the Real Property Security.
- 5.2 It shall be implied in respect of the Real Property Security that each Chargor is disposing of the Real Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment), other than any charges, incumbrances or other rights exercisable by third parties in each case pursuant to any Transaction Security Documents entered into prior to the date of this Supplemental Debenture and which remain in full force and effect on the date of such disposal.

## **6. PROTECTION OF SECURITY**

### **6.1 Real Property: Delivery of Documents of Title**

Each Chargor (excluding Topco and the Jersey Chargor) shall, promptly following the execution of this Supplemental Debenture (or any Security Accession Deed or Legal Charge, as applicable):

- (a) 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 (if any) constituting or evidencing title relating to any Real Property owned by that Chargor ("**Title Documents**") and shall deposit with the Security Agent at any time thereafter any further such Title Documents promptly upon coming into possession of those Title Documents; or
- (b) procure that the Title Documents are held to the order of the Security Agent by a firm of solicitors approved by the Security Agent for that purpose,

unless any such Title Documents have already been delivered to or deposited with the Security Agent or are already held to the order of the Security Agent by a firm of solicitors approved by the Security Agent for that purpose, in each case in connection with the Existing Debenture or any Security Accession Deed or Legal Charge executed prior to the date of this Supplemental Debenture.

### **6.2 HM Land Registry**

Each Chargor (excluding Topco and the Jersey Chargor) consents and agrees to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any registered land that is Real Property subject to the Security created by paragraph (a) of Clause 3.3 (*Fixed Real Property Security*):

*“No 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.”*

### **6.3 Real Property: Notices of Security**

- (a) Each Chargor (excluding Topco and the Jersey Chargor) shall within ten (10) Business Days of:
  - (i) in relation to any leasehold property which, on the date of this Supplemental Debenture (or Security Accession Deed, as applicable) is Real Property (and excluding any Excluded Real Property), the date of this Supplemental Debenture (or Security Accession Deed, as applicable);
  - (ii) in relation to any leasehold property which, following the date of this Supplemental Debenture (or Security Accession Deed, as applicable), becomes Real Property (and excluding any Excluded Real Property), the date of the applicable Legal Charge; or
  - (iii) in relation to any leasehold property which is Excluded Real Property (either at the date of this Supplemental Debenture or otherwise) and which, pursuant to Clause 4.1 becomes subject to the Real Property Security, the date of the applicable Legal Charge,serve a notice of charge on the applicable landlord, in accordance with the terms of the relevant lease.
- (b) Pursuant to paragraph (a), each Chargor (excluding Topco and the Jersey Chargor) must use reasonable endeavours to ensure that each such landlord acknowledges the notice served in accordance with the terms of the relevant lease, within twenty (20) Business Days of service of the notice of assignment, provided that if the relevant Chargor has used reasonable endeavours but has not been able to obtain acknowledgement, its obligations to obtain acknowledgement shall cease on the expiry of such twenty (20) Business Day period.

### **6.4 Further advances**

- (a) Subject to the terms of the Debt Documents each Lender is under an obligation to make further advances to each Chargor and that obligation will be deemed to be incorporated in this Supplemental Debenture as if set out in this Supplemental Debenture.
- (b) Each Chargor consents to an application being made to HM Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Real Property Security.

### **6.5 Bank Accounts**

- (a) If requested by the Security Agent at any time following the occurrence of a Declared Default which is continuing, each Chargor (excluding Topco and the Jersey Chargor) shall promptly, upon prior written request by the Security Agent, deliver to the Security Agent

details of any material operating Bank Account maintained by it with any bank or financial institution (other than with the Security Agent) as at the date of such request.

- (b) Each Chargor shall, prior to the occurrence of a Declared Default which is continuing, be entitled to receive, withdraw or otherwise deal with or transfer any credit balance from time to time on any Bank Account and shall be entitled to deal with such Bank Account in any manner not prohibited by the Debt Documents including where Required Creditor Consent has been obtained.
- (c) Following the occurrence of a Declared Default which is continuing, at any time when there are Secured Obligations outstanding, no Chargor (excluding Topco and the Jersey Chargor) shall be entitled to receive, withdraw or otherwise deal with or transfer any credit balance from time to time on any Bank Account except with the prior consent of the Security Agent.
- (d) The Security Agent shall, following the occurrence of a Declared Default which is continuing, at any time when there are Secured Obligations outstanding, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Bank Account charged pursuant to this Supplemental Debenture in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 12 (*Application of Proceeds*).

## **6.6 Insurance Policies**

- (a) If requested by the Security Agent at any time following the occurrence of an Declared Default which is continuing, each Chargor (excluding Topco and the Jersey Chargor) shall promptly upon prior written request by the Security Agent deliver to the Security Agent details of any Insurance Policies held by it as at the date of such request.
- (b) In relation to any Insurance Policy, promptly upon prior written request by the Security Agent (which may only be given after the occurrence of a Declared Default which is continuing), each Chargor (excluding Topco and the Jersey Chargor) shall duly execute and deliver to the other parties to the Insurance Policy (or procure delivery of) an Insurance Notice.
- (c) The Security Agent shall not be entitled to give any notice referred to in paragraph 2 of the Insurance Notice unless and until a Declared Default has occurred and is continuing.
- (d) Each Chargor (excluding Topco and the Jersey Chargor) shall use reasonable endeavours to procure that each counterparty acknowledges the notice given pursuant to Clause 6.6(b) above by countersigning a copy of it and delivering that copy to the Security Agent within twenty (20) Business Days of service of such notice.
- (e) Each Chargor (excluding Topco and the Jersey Chargor) shall, if required by the Security Agent at any time following the occurrence of a Declared Default which is continuing, use reasonable endeavours to cause each Insurance Policy held in the name of that Chargor and relating to material assets forming part of the Charged Property (other than any Insurance Policy which has been the subject of a notice pursuant to paragraph (b) above) to contain (in form and substance reasonably satisfactory to the Security Agent) an endorsement naming the Security Agent as sole loss payee in respect of all claims arising under such policy or policies until such time as the Security Agent notifies the insurer(s) to the contrary.

- (f) Each Chargor (excluding Topco and the Jersey Chargor) shall, if required by the Security Agent at any time following the occurrence of a Declared Default which is continuing (but subject to the provisions of any lease of the Charged Property and any other applicable restrictions), deliver to the Security Agent, and the Security Agent shall be entitled to hold, all Insurance Policies held in the name of that Chargor and relating to material assets forming part of the Charged Property with the Security Agent.

## **6.7 Assigned Agreements**

- (a) Subject to paragraph (c)(iii) of Clause 1.9 (*Existing Debenture*), each Chargor (excluding Topco and the Jersey Chargor) will in respect of any Assigned Agreement designated by the Parent and the Security Agent as such after the date of this Supplemental Debenture, as soon as reasonably practicable and in any event within ten (10) Business Days of such designation give notice to the other parties to the Assigned Agreement that it has assigned or charged its right under the relevant agreement to the Security Agent under this Supplemental Debenture. Such notice will be a Counterparty Notice. Each relevant Chargor shall use commercially reasonable endeavours to procure that such counterparty signs and delivers to the Security Agent an acknowledgement substantially in the form set out in the Counterparty Notice within twenty (20) Business Days after the delivery of the Counterparty Notice; **provided that**, if the relevant Chargor has not been able to obtain acknowledgement any obligation to comply with this Clause 6.7(a) shall cease twenty (20) Business Days following the date of service of the relevant notice.
- (b) Each Chargor (excluding Topco and the Jersey Chargor) shall remain liable to perform all its obligations under each Assigned Agreement to which it is a party. Neither the Security Agent, any Receiver nor any delegate appointed by them under this Supplemental Debenture shall be under any obligation or liability to a Chargor or any other person under or in respect of an Assigned Agreement.
- (c) The Security Agent shall not be entitled to give any notice referred to in paragraph 2 of the Counterparty Notice, unless and until a Declared Default has occurred and is continuing.
- (d) If requested by the Security Agent at any time following the occurrence of an Declared Default which is continuing, each Chargor (excluding Topco and the Jersey Chargor) shall promptly upon prior written request by the Security Agent deliver to the Security Agent, and the Security Agent shall be entitled to hold, executed copies of each Assigned Agreement to which the Chargor is a party at the date of such request and such other documents relating to the Assigned Agreements as the Security Agent requires.

## **6.8 Voting and Distribution Rights**

- (a) Prior to the occurrence of a Declared Default which is continuing:
  - (i) each Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid or payable on or derived from its Investments; and
  - (ii) each Chargor shall be entitled to take all steps and exercise (or refrain from exercising) all rights, powers and discretion (including voting rights) attaching to its Investments and to deal with, receive, own and retain all assets and proceeds in relation thereto without restriction or condition; **provided that** any exercise of rights does not materially adversely affect the validity or enforceability of the Security over the Shares or cause an Event of Default to occur.

- (b) The Security Agent may, at its discretion, following the occurrence of a Declared Default which is continuing, (in the name of a Chargor or otherwise and without any further consent or authority from any Chargor):
- (i) exercise (or refrain from exercising) any voting rights in respect of any Investments (unless the Security Agent has notified the Parent in writing that it wishes to give up this right);
  - (ii) apply all dividends, interest and other monies arising from any Investments in accordance with Clause 12 (*Application of Proceeds*);
  - (iii) transfer any Investments into the name of such nominee(s) of the Security Agent as it shall require; and
  - (iv) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of any Investments (unless the Security Agent has notified the Parent in writing that it wishes to give up this right),

in such manner and on such terms as is consistent with the Finance Documents, and the proceeds of any such action shall form part of the Charged Property.

- (c) Following the occurrence of a Declared Default which is continuing, each Chargor shall promptly on prior written request by the Security Agent (and in any event within ten (10) Business Days of such request), 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 (if any) to which that Chargor (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).
- (d) Each Chargor will as soon as reasonably practicable after (x) the date of this Supplemental Debenture (or as the case may be, the date of its execution of a Security Accession Deed) or (y) its acquisition of any new Shares, deposit with the Security Agent (or as it shall direct) all share certificates relating to the applicable Shares together with stock transfer forms executed in blank and left undated (unless any such share certificates or stock transfer forms have already been delivered to the Security Agent (or as it has directed) in connection with the Existing Debenture or any Security Accession Deed executed prior to the date of this Supplemental Debenture) on the basis that:
- (i) the Security Agent shall be able to hold such certificates and stock transfer forms until the Secured Obligations have been paid in full; and
  - (ii) the Security Agent shall be entitled, at any time following the occurrence of a Declared Default which is continuing, to complete, under its power of attorney given in this Supplemental Debenture, the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other person as it shall select,

**provided that** the Security Agent shall, at any time prior to a Declared Default, be obliged to return such share certificates on request of the Parent if required to effect a transaction, matter or other step not prohibited by the Finance Documents or in respect of which Required Creditor Consent has been obtained; and **provided further that**, to the extent



security is not released pursuant to such transaction or is required to be retaken in accordance, in each case, with the terms of the Debt Documents, the relevant Chargor shall return such share certificates (to the extent (x) still valid following such transaction and (y) not already returned in connection with the Existing Debenture or any Security Accession Deed executed prior to the date of this Supplemental Debenture) as soon as reasonably practicable after completion of such transaction, matter or other step or (if applicable) the date of retaking such Security (provided that no reference to the “retaking” of Security in this paragraph (d) shall be construed as meaning that the Security over any Shares has, is or will be released by the operation of this paragraph (d)).

## **6.9 Intellectual Property**

If requested by the Security Agent at any time following the occurrence of a Declared Default which is continuing, each Chargor (excluding Topco and the Jersey Chargor) shall promptly upon prior written request by the Security Agent deliver to the Security Agent and the Security Agent shall be entitled to hold such documents relating to that Chargor’s Intellectual Property as the Security Agent requires.

## **6.10 Acknowledgement of Assigned Agreements and Other Debts**

By virtue of them being a party of this Supplemental Debenture (whether as an Original Chargor or by way of executing a Security Accession Deed), each Chargor shall be deemed to have notice of, and to have acknowledged, any assignment or other Security created under this Supplemental Debenture (or any Security Accession Deed) over any Assigned Agreements or Other Debts pursuant to which any amounts or other obligations are owed to them by another Chargor.

## **6.11 PSC Register**

- (a) Unless notified to the Security Agent under the Existing Debenture, each Chargor whose shares constitute Charged Property shall promptly upon prior written request by the Security Agent following an Event of Default which is continuing but prior to a Declared Default:
  - (i) notify the Security Agent if it has issued any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of its shares which constitute Charged Property which has not been withdrawn; and
  - (ii) (if applicable) provide to the Security Agent a copy of any such warning notice or restrictions notice.
- (b) Unless notified to the Security Agent under the Existing Debenture, each Chargor whose shares constitute Charged Property shall promptly following a Declared Default:
  - (i) notify the Security Agent of its intention to issue any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of its shares which constitute Charged Property; and
  - (ii) provide to the Security Agent a copy of any such warning notice or restrictions notice.
- (c) For the purposes of withdrawing any restrictions notice or for any application (or similar) to the court under Schedule 1B of the Companies Act 2006, in each case in connection with

an enforcement of security under and in accordance with this Supplemental Debenture, each Chargor shall (x) provide such assistance as the Security Agent may request in respect of any shares which constitute Charged Property and (y) provide the Security Agent with all information, documents and evidence that it may request in connection with the same.

- (d) Each Chargor shall comply with any notice served on it from any member of the Group pursuant to Part 21A of the Companies Act 2006 (including any timeframe specified in such notice) in respect of which it holds shares charged pursuant to this Supplemental Debenture.

## **7. FURTHER ASSURANCE**

- (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 paragraph (b) below.
- (b) Subject to the Agreed Security Principles, each Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may specify (acting reasonably):
  - (i) to complete the Perfection Requirements in relation to the Security created under this Supplemental Debenture, a Security Accession Deed or a Legal Charge or for the exercise of any rights, powers and remedies of the Security Agent provided by this Supplemental Debenture or by law; and
  - (ii) to enter into a Legal Charge in favour of the Security Agent over any Real Property in England and Wales not already the subject of a registrable legal mortgage created pursuant to Clause 3.3(a)

## **8. RIGHTS OF CHARGORS**

Notwithstanding anything to the contrary set out in this Supplemental Debenture, until the occurrence of a Declared Default which is continuing (or such later date as provided by this Supplemental Debenture), each Chargor shall continue to:

- (a) have the sole right (i) to deal with any Charged Property (including making any disposal of or in relation thereto) and all contractual counterparties in respect thereof, and (ii) to amend, waive, terminate or allow to lapse (including agreeing to surrender or terminate any lease) any rights, benefits and/or obligations in respect of such Charged Property, in each case without reference to any Secured Party, other than to the extent agreed to be restricted pursuant to the Finance Documents (save where Required Creditor Consent has been obtained); and
- (b) have the sole right to operate and transact business in relation to any Charged Property, including making withdrawals from and effecting closures of the Bank Accounts, in each case other than to the extent agreed to be restricted pursuant to the Finance Documents (save where Required Creditor Consent has been obtained).

## **9. CONTINUING SECURITY**

### **9.1 Continuing Security**

This Security constituted by this Supplemental Debenture shall remain in full force and effect as a continuing security for the Secured Obligations notwithstanding any intermediate payment, discharge, satisfaction or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

## **9.2 Other Security**

This Security constituted by this Supplemental Debenture is to be cumulative, in addition to and independent of, and shall neither be merged into nor in any way exclude or prejudice or be affected by, any other Security or other right which the Security Agent and/or any other Secured Party may now, prior to, or after the date of this Supplemental Debenture or the date of a Security Accession Deed hold for any of the Secured Obligations and shall operate as an independent Security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. This Security may be enforced against each Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

## **9.3 Negative Pledge**

Each Chargor undertakes that it will not, and each Chargor will ensure that none of its Subsidiaries will, create or agree to create or permit to subsist any Security on or over the whole or any part of its undertaking or assets (present or future) except for the creation of Security or other transactions not prohibited under the Finance Documents or in respect of which Required Creditor Consent has been obtained.

## **9.4 No prejudice**

The Security created by or pursuant to this Supplemental Debenture shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Security Agent (whether in its capacity as 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.

## **9.5 Remedies and waivers**

No failure on the part of the Security Agent to exercise, nor any delay on its part in exercising any right under this Supplemental Debenture, shall operate as a waiver of that right or constitute an election to affirm this Supplemental Debenture. No election to affirm this Supplemental Debenture on the part of the Security Agent shall be effective unless it is in writing. No single or partial exercise of any right of the Security Agent under this Supplemental Debenture shall preclude any further or other exercise of that or any other right of the Security Agent under this Supplemental Debenture.

# **10. ENFORCEMENT OF SECURITY**

## **10.1 Enforcement Powers**

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due, in respect of the Original Chargors, on the date of this Supplemental Debenture, and, in respect of other Chargors, on the date of execution of the Security Accession Deed (the “**Relevant Date**”). The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Supplemental Debenture shall arise on the Relevant Date and shall be immediately exercisable at any time after

a Declared Default has occurred and is continuing when the Security Agent may, without notice to the relevant Chargor or prior authorisation from any court, in its absolute discretion, but at all times in accordance with the terms of the Debt Documents, secure and perfect its title to any part of the Charged Property, 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 (at the times, in the manner and on the terms it thinks fit, including whether for cash or non- cash consideration).

## **10.2 Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under this Supplemental Debenture, unless they are expressly or impliedly excluded. The powers conferred by this Supplemental Debenture on the Security Agent are in addition to and not in substitution for the powers conferred by such Acts or otherwise by law and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Property. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Supplemental Debenture, those contained in this Supplemental Debenture shall prevail.

## **10.3 Powers of Leasing**

Following the occurrence of a Declared Default which is continuing, the Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

## **10.4 Exercise of Powers**

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) or otherwise at law, as varied or extended by this Supplemental Debenture, and all or any of the rights and powers conferred by this Supplemental Debenture on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to any Chargor at any time after a Declared Default has occurred and is continuing, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

## **10.5 Disapplication of Statutory Restrictions**

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the Security constituted by this Supplemental 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 Supplemental 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 any Chargor on or at any time after occurrence of a Declared Default which is continuing.

## **10.6 Right of Appropriation**

- (a) To the extent that any of the Charged Property constitutes “*financial collateral*” and this Supplemental Debenture and the obligations of the Chargors 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 upon giving prior written notice to the relevant Chargor at any time following the occurrence of a Declared Default which is continuing 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 (i) in the case of cash, the amount standing to the credit of each of the Bank Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised, (ii) in the case of Investments, the market price of such Investments determined by the Security Agent (acting reasonably) by reference to a public index or by a fair valuation opinion provided by an independent reputable, internationally recognised third party firm of professional advisors, and (iii) in the case of any other asset, the market value of such financial collateral as determined by the Security Agent (acting reasonably), including by way of an independent valuation. In each case, the parties agree that the method of valuation provided for in this Supplemental Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

- (b) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated in accordance with this Clause 10.6 differs from the amount of the Secured Obligations, either (i) the Security Agent must account to the relevant Chargor promptly upon the determination of such value for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations, or (ii) the relevant Chargor will remain liable to the Secured Parties for any amount by which the value of the appropriate financial collateral is less than the Secured Obligations.

## **11. RECEIVERS**

### **11.1 Appointment of Receiver or Administrator**

- (a) Subject to paragraph (b) below, at any time after a Declared Default has occurred and is continuing, or if so requested by the relevant Chargor, the Security Agent may without notice to any Chargor appoint:
  - (i) any person (or persons) to be a Receiver of all or any part of the Charged Property;
  - (ii) appoint two or more Receivers of separate parts of the Charged Property;
  - (iii) remove (so far as it is lawfully able) any Receiver so appointed;
  - (iv) appoint another person(s) as an additional or replacement Receiver(s); or
  - (v) appoint one or more persons to be an administrator of the relevant Chargor pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986; and
  - (vi) appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 12 of Schedule B1 of the Insolvency Act 1986.
- (b) At any time after a Declared Default has occurred and is continuing, the Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.

## **11.2 Powers of Receiver**

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Charged Property (and any assets of any Chargor 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 Supplemental Debenture (in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of that Chargor):

- (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 relevant Chargor 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 relevant Chargor) which seem to the Receiver to be incidental or conducive to (i) any of the functions, powers, authorities or discretions conferred on or vested in him or (ii) the exercise of all rights, powers and remedies of the Security Agent under this Supplemental Debenture (including realisation of all or any part of the Charged Property) or (iii) bringing to his hands any assets of the relevant Chargor forming part of, or which when obtained would be, Charged Property.

## **11.3 Receiver as Agent**

Each Receiver appointed under this Supplemental Debenture shall be the agent of the relevant Chargor, which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. No Receiver shall at any time act as agent for the Security Agent and the Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

## **11.4 Removal of Receiver**

The Security Agent may by prior written notice remove or replace from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

## **11.5 Remuneration of Receiver**

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it.

## **11.6 Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Supplemental Debenture (unless the document appointing such Receiver states otherwise).

## **11.7 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 Supplemental 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.

## **12. APPLICATION OF PROCEEDS**

### **12.1 Order of Application**

All moneys received or recovered and any non-cash recoveries made or received by the Security Agent or any Receiver pursuant to this Supplemental Debenture 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 in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by any Chargor.

### **12.2 Section 109 Law of Property Act 1925**

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Supplemental Debenture.

### **12.3 Application against Secured Obligations**

Subject to Clause 12.1 (*Order of Application*) above, any moneys or other value received or realised by the Security Agent from a Chargor or a Receiver under this Supplemental Debenture may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Security Agent may determine.

## **13. PROTECTION OF SECURITY AGENT AND RECEIVER**

### **13.1 No Liability**

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his fraud, gross negligence or wilful misconduct.

### **13.2 Insurance Proceeds**

If a Declared Default has occurred and is continuing, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost or (except in the case of leasehold premises) in reduction of the Secured Obligations.

### **13.3 Possession of Charged Property**

Without prejudice to Clause 13.1 (*No Liability*) above, if the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as 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 and may at any time at its discretion go out of such possession.

#### **13.4 Delegation**

Without prejudice to the rights to and limitations or delegation by the Security Agent permitted under the Finance Documents, following a Declared Default which is continuing and subject to the terms of the Finance Documents, the Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Supplemental Debenture to any person or persons upon such terms and conditions (including the power to sub delegate) as it may reasonably and in good faith think fit and the Security Agent may, subject to the terms of the Finance Documents, pass confidential information to any such delegate. The Security Agent will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

#### **13.5 Cumulative Powers**

The powers which this Supplemental Debenture confers on the Security Agent, the other Secured Parties and any Receiver appointed under this Supplemental Debenture are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

### **14. POWER OF ATTORNEY**

Each Chargor, by way of security, on the date of this Supplemental Debenture (or, as the case may be, the date of its execution of a Security Accession Deed), irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed at any time after the occurrence of a Declared Default which is continuing to execute, deliver and perfect a Legal Charge over any Real Property not already the subject of a legal mortgage pursuant to paragraph (a) of Clause 3.3 and to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which is expressly required to execute and do under the terms of this Supplemental Debenture, and which it has not done within a reasonable period of time or which may be required to enable the exercise of any rights or powers conferred on the Security Agent or any Receiver under this Supplemental Debenture or by law or otherwise for any of the purposes of this Supplemental Debenture, and each Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed (or purported to be made, done or executed) by that attorney.

### **15. PROTECTION FOR THIRD PARTIES**

#### **15.1 No Obligation to Enquire**

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether:



- (a) the right of the Security Agent or any Receiver to exercise any of its powers has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such powers; or
- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

## **15.2 Receipt Conclusive**

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any consideration (whether cash or non-cash) paid to or by the direction of the Security Agent or any Receiver.

## **16. DEFERRAL OF CHARGOR RIGHTS**

Until such time as the Secured Obligations have been discharged in full, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Supplemental Debenture:

- (a) to be indemnified by any Obligor;
- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Supplemental Debenture;
- (c) 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 Debt Documents or of any other guarantee or Security taken pursuant to, or in connection with, this Supplemental Debenture by any Secured Parties;
- (d) to bring legal or other proceedings for any order requiring any Obligor or other person to make any payment, or perform any obligation, in respect of which any Obligor or other person has given a guarantee, undertaking or indemnity under any Debt Document; and/or
- (e) to claim or prove as a creditor or any Obligor or other person in competition which any Secured Party.

## **17. DISCHARGE CONDITIONAL**

If any settlement, discharge or release is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Supplemental Debenture will continue or be reinstated as if the settlement, discharge or release had not occurred and any Security the subject of the discharge will continue or be reinstated as if that settlement, discharge or release had not occurred.

## **18. COVENANT TO RELEASE**

If:

- (a) (and to the extent) contemplated by the Finance Documents; or

- (b) once all the Secured Obligations have been irrevocably paid in full and none of the Security Agent nor any other Secured Party has any actual or contingent liability to advance further monies to or incur any liability on behalf of any Chargor or any other Obligor under the Debt Documents,

the Security Agent shall, at the request and cost of any Chargor, promptly take any action including preparing and delivering all documents and instruments (including any termination or release letter or deed), revoking any powers of attorney and performing all acts or deeds (including returning title documents, share certificates, related stock transfer forms and any other document belonging to the Chargors) which are, in each case, necessary or otherwise requested by the Chargors (acting reasonably) to release or re-assign the Charged Property from the Security constituted by this Supplemental Debenture, in accordance with Clause 19.23 (*Winding Up of Trust and release of Transaction Security*) of the Intercreditor Agreement.

## **19. RULING OFF**

If the Security Agent or any other Secured Party receives notice or is deemed to have received notice of any subsequent Security or other interest affecting all or any part of the Charged Property or any assignment or transfer of the Charged Property (in each case, except as permitted by the Finance Documents or where Required Creditor Consent has been obtained) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice in writing to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by or on behalf of the relevant Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations as at the time the relevant notice was received or deemed to have been received.

## **20. REDEMPTION OF PRIOR CHARGES**

The Security Agent may, at any time after a Declared Default has occurred and is continuing, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will, upon a demand made in writing to it, pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

## **21. CHANGES TO PARTIES**

### **21.1 Assignment by the Security Agent**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights and obligations under this Supplemental Debenture in accordance with the Debt Documents. Subject to the terms of the Finance Documents, the Security Agent shall be entitled to disclose such information concerning each Chargor and this Supplemental 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. None of the rights and obligations of any Chargor under this Supplemental Debenture shall be capable of being assigned or transferred.

### **21.2 Changes to Parties**

Each Chargor authorises and agrees to changes to parties under Clause 21 (*Changes to the Parties*) of the Intercreditor Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

### **21.3 Consent of Chargors**

Each Chargor consents to other members of the Group becoming Chargors by way of execution of a Security Accession Deed and irrevocably appoints the Parent as its agent for the purpose of executing any Security Accession Deed on its behalf.

## **22. MISCELLANEOUS**

### **22.1 Certificates Conclusive**

In any litigation or arbitration proceedings arising out of or in connection with this Supplemental Debenture, the entries made in the accounts maintained by the Security Agent are *prima facie* evidence of the matters to which they relate. A certificate or determination of the Security Agent as to any amount payable under this Supplemental Debenture will be conclusive and binding on each Chargor, except in the case of manifest error.

### **22.2 Counterparts**

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

### **22.3 Invalidity of any Provision**

If any provision of this Supplemental Debenture is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

### **22.4 Failure to Execute**

Failure by one or more parties (“**Non Signatories**”) to execute this Supplemental Debenture on the date hereof or the date of the Security Accession Deed will not invalidate the provisions of this Supplemental Debenture as between the other parties who do execute this Supplemental Debenture. Such Non Signatories may execute this Supplemental Debenture on a subsequent date and will thereupon become bound by its provisions.

## **23. GOVERNING LAW AND JURISDICTION**

### **23.1 Governing Law**

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

### **23.2 Jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or the consequences of its nullity or any non-

contractual obligation arising out of or in connection with this Supplemental Debenture (a “Dispute”).

### **23.3 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.

### **23.4 Exclusive Jurisdiction**

This Clause 23 (*Governing Law and Jurisdiction*) is for the benefit of the Security Agent only. As a result and notwithstanding Clause 23.2 (*Jurisdiction*) and Clause 23.3 (*Convenient Forum*), 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.

In witness whereof this Supplemental Debenture has been duly executed as a deed and delivered on the date first above written.

## SCHEDULE 1

### THE ORIGINAL CHARGORS

Name of Chargor	Registered Number and Jurisdiction of Incorporation	Registered Address
EG Group Limited	09826582, England and Wales	Waterside Head Office, Haslingden Road, Guide, Blackburn, Lancashire, United Kingdom, BB1 2FA
EG Midco 1 Limited	11166069, England and Wales	Waterside Head Office, Haslingden Road, Guide, Blackburn, Lancashire, United Kingdom, BB1 2FA
EG Finco Limited	09826778, England and Wales	Waterside Head Office, Haslingden Road, Guide, Blackburn, Lancashire, United Kingdom, BB1 2FA
Euro Garages Limited	04246195, England and Wales	Waterside Head Office, Haslingden Road, Guide, Blackburn, Lancashire, United Kingdom, BB1 2FA
Euro Garages (Jersey) Limited	99394, Jersey	47 Esplanade, St Helier, Jersey, JE1 0BD
EG Global Finance plc	11894311, England and Wales	Waterside Head Office, Haslingden Road, Guide, Blackburn, Lancashire, United Kingdom, BB1 2FA
EG AsiaPac Ltd	11658440, England and Wales	Waterside Head Office, Haslingden Road, Guide, Blackburn, Lancashire, United Kingdom, BB1 2FA

## SCHEDULE 2

### REAL PROPERTIES

The Chargor in respect of each Real Property listed in this Schedule is Euro Garages Limited.

Ref.	Address or description	Title No(s).
1.	The Armada Public House, Birmingham	WM944810 and WK129703
2.	Willoughby Hedge, West Knoyle, Warminster BA12 6AQ	WT244465
3.	Stow Hill Service Station, Stow Hill, Newport NP20 4GA	WA912392
4.	235 High Street, Blackwood, Caerphilly NP12 1AL	WA466777 and WA475322
5.	Pentre Motors, Llewellyn Street, Pentre	WA471857
6.	Waterton Service Station, Hernston Lane, Bridgend CF31 3DP	WA942749
7.	Chequered Flag Filling Station, Newport Road, Trethomas	WA962539
8.	Little Chef, Watling Street, Cannock WS11 9NA	SF225597
9.	Coulson Park Filling Station, Newbiggin Road, Ashington NE63 0TQ	ND104193
10.	Acorn PARK ROAD, FARINGDON, Oxfordshire SN7 8LA	ON129783
11.	Banbury Oxford Road, BANBURY, Oxfordshire OX15 4AB	ON301962
12.	Bath Road BATH ROAD, BOURNEMOUTH, Dorset BH1 2NJ	DT392920
13.	Baynards Green A43 Baynards Green, BICESTER, Oxfordshire OX27 7SG	ON298886 and ON268063
14.	Bellfields Woking Road, GUILDFORD, Surrey GU1 1NH	SY539753
15.	Bicester Oxford Road, BICESTER, Oxfordshire OX26 1BT	ON199936
16.	Buckingham SA BUCKINGHAM RING ROAD, BUCKINGHAM, Buckinghamshire MK18 1RY	BM138529
17.	Calcutt CALCUTT SERVICE STN, A419 CRICKLA, SWINDON, Wiltshire SN6 6JR	WT38955
18.	Casnewydd 17-25 Chepstow Road, Newport, Gwent NP19 8BW	WA141406, WA32692, WA32817 and WA62382
19.	Chalk Rochester Road, Gravesend, Kent DA12 4TN	K52252
20.	Charminster 332/342 CHARMINSTER ROAD, BOURNEMOUTH, Dorset BH8 9QW	DT395889
21.	Cherwell Valley Northampton Road, BICESTER, Oxfordshire OX6 9RD	ON168380
22.	Chickenhall BISHOPSTOKE ROAD, EASTLEIGH, Hampshire SO50 6AF	HP202412
23.	Chiseldon Comp MARLBOROUGH RD, SWINDON, Wiltshire SN4 0NR	WT302285
24.	Christchurch 58 Barrack Road, Christchurch, Dorset BH23 1 PQ	DT398591
25.	Crediton Exeter Road, Crediton, Devon EX17 3BN	DN436807

26.	Crickhowell Brecon Road, Crickhowell, Powys NP8 1DE	WA604797
27.	Dorcan Way DORCAN WAY, SWINDON, Wiltshire SN3 3RA	WT7185
28.	Droitwich WORCESTER ROAD, DROITWICH, Worcestershire WR9 8AN	WR140930
29.	Eastville Park Muller Road, Bristol, BS5 6PX	AV91221
30.	Ellesmere Port 118 Whitby Road, Ellesmere Port, Merseyside CH65 6TF	CH625337, CH625338, CH627464
31.	Ermont Way Ermont Way, BANBURY, Oxfordshire OX16 8SZ	ON145903
32.	Ferndown Extra Land A31 Ferndown bypass, Ameysford, Dorset BH22	DT164763, DT171013, DT148595
33.	Folly Tower A4042 Roundabout, Pontypool, Torfaen NP4 0XB	WA620347
34.	Gaydon Banbury Road, Gaydon, Warwickshire CV35 0HA and adjoining land	WK464633, WK363131, WK371965 and WK363130
35.	Gosport Road 86 Gosport Road, Fareham, Hampshire PO16 0QW	HP749802
36.	Greatbridge Great Bridge Road, ROMSEY, Hampshire SO51 0HB	HP463096
37.	Grindon Broadway The Broadway, Sunderland, Tyne & Wear SR4 8LP	TY517938
38.	Hartlebury A449 CROWN LANE, KIDDERMINSTER, Worcestershire DY11 7XP	WR118833
39.	Haslemere HINDHEAD RD, HASLEMERE, Surrey GU27 1LE	SY493660
40.	Hayling (Island) 181 HAVANT ROAD, HAYLING ISLAND, Hampshire PO11 OLG	SH28581
41.	Hessle Road 181 Hessle Road, Hull, Kingston Upon Hull HU3 4AA	HS84567
42.	Heston 270 Heston Road, Hounslow, Middlesex TW5 0RG	MX222089
43.	Highland 487/491 Ashley Road, POOLE, Dorset BH14 0BB	DT397248
44.	Hogs Back HOGS BACK (A31), FARNHAM, Surrey GU10 1EU	SY378931, SY187929, SY825475
45.	Ivy Cross IVY CROSS, SHAFTESBURY, Dorset SP7 8DS	DT395730
46.	Kingshill KINGSHILL ROAD, SWINDON, Wiltshire SN1 4NG	WT305400
47.	Kingswood EVESHAM ROAD, CHELTENHAM, Gloucestershire, GL52 4SA	GR363620
48.	Lakeland Abbey Road, Barrow In Furness, Cumbria LA14 5LF	CU160612
49.	Linacre Lane 13 Linacre Lane, Bootle, Sefton, L20 5AG	MS327522
50.	Longford SALISBURY ROAD, SALISBURY, Wiltshire, SP5 3HZ	WT304362

51.	Manor Weald Milford, GODALMING, Surrey GU8 5EL	SY525240, SY105448
52.	Marcham Road MARCHAM ROAD, ABINGDON Oxfordshire, OX14 1BT	ON299540, ON199938
53.	Marsh STOW ROAD, MORETON-IN-MARSH, Gloucestershire, GL56 0DS	GR366833
54.	Micheldever COCKSFORD DOWN, POPHAM, Hampshire SO21 3BE	HP753373
55.	New Sarum Southampton Road, SALISBURY, Wiltshire, SP1 2LL	WT305349
56.	Norton CHURCH LANE, MIDSOMER NORTON, Avon, BA3 2JL	AV181496
57.	Nunney Catch Nunney Catch, FROME, Somerset, BA11 4NZ	ST67921
58.	Ramshill LONDON ROAD, PETERSFIELD, Hampshire, GU31 4AT	SH36305
59.	Rectory STATION ROAD, WALLINGFORD, Oxfordshire, OX10 0HX	ON303926
60.	Regis 449 Chichester Road, BOGNOR REGIS, Sussex PO21 5DS	WSX85279
61.	Reliance 555 Liverpool Road, Southport, Merseyside, PR8 3BJ	MS206701
62.	Rodbourne Rodbourne Road, SWINDON, Wiltshire SN2 1DH	WT305431
63.	Roselands Redbridge Road, Southampton, Hampshire SO15 0LT	HP166134
64.	Rossmore 347 RINGWOOD ROAD, POOLE, Dorset BH12 3JN	DT5321
65.	Sixways London Road, CHELTENHAM, Gloucestershire, GL52 6HZ	GR367167, GR136984
66.	Scotch Corner Middleton Tyas A1, Richmond, North Yorkshire DL10 6NT	NYK405811
67.	South Anston 20 Worksop Road, Sheffield, South Yorkshire S25 5ET	SYK630121
68.	South Gosforth Benton Park Road, Newcastle-Upon-Tyne, Tyne & Wear NE7 7LX	TY87492
69.	South Marston SHRIVENHAM ROAD, SOUTH MARSTON, SWINDON, Wiltshire SN3 4RS	WT310783
70.	South Petherton HARP ROAD, SOUTH PETHERTON, Somerset TA13 5JG	ST68623
71.	Tangmere ARUNDEL ROAD A27, CHICHESTER, West Sussex, PO18 0DU	WSX358355
72.	Taunton Priory Bridge Road, Taunton, Somerset, TA1 1QD	ST189635
73.	Thame A418 / B4011, Thame, Oxfordshire, OX9 3SB	ON77306
74.	Tidworth ST ANDREWS ROAD, TIDWORTH, Hampshire SP9 7LA	WT306718
75.	Totton	HP763143



	65 RINGWOOD ROAD, SOUTHAMPTON, Hampshire SO40 8DD	
76.	Tuffley STROUD ROAD, TUFFLEY, Gloucestershire, GL4 0DA	GR367176
77.	Warminster East EAST STREET, WARMINSTER, Wiltshire BA12 9BJ	WT310092
78.	Warren Easington Road, Hartlepool, Cleveland TS24 9AG	CE13547
79.	Wells CHAMBERLAIN STREET, WELLS, Somerset BA5 2PT	WS66207
80.	Westons 127-129 London Road, WATERLOOVILLE, Hampshire PO8 8XJ	SH35339
81.	Weymouth King Street, WEYMOUTH, Dorset DT4 7BJ	DT117120
82.	Willerby Beverley Road, Hull, Humberside HU10 6NT	HS200697
83.	Willoughby Hedge A303, WEST KNOYLE, WARMINSTER, Wiltshire, BA12 6AQ	WT144302
84.	Wimborne (A31) DORCHESTER ROAD, WIMBORNE, Dorset BH21 3HA	DT341139, DT168251
85.	Windgreen 2 WAREHAM ROAD, WIMBORNE, Dorset BH21 3LE	DT215977
86.	Mill Farm Land at Mill Farm Sports Village, Fleetwood Road, Wesham, PR4 3HD	LAN174974
87.	Crewe Land at the Railway Exchange, Weston Road, Crewe CW1 6FL	CH645997
88.	Aigburth Road 17A Aigburth Road, Liverpool, Merseyside L17 4JP	MS70632
89.	Aldersbrook 19 ALDERSBROOK ROAD, LONDON, Greater London, E12 5HH	EGL28315
90.	Alperton 418 EALING ROAD, WEMBLEY, Middlesex HA0 1JQ	MX371964
91.	Alwoodley 495 Harrogate Road, Leeds, West Yorkshire LS17 7DA	WYK254174, YY53572
92.	Ascot HIGH STREET, ASCOT, Berkshire SL5 7HP	BK259876
93.	Cleckheaton Sbx Whitehall Road, Kirkhees, West Yorkshire BD19 6HG	YY33798
94.	Bell BELL STREET, PRINCES RISBOROUGH, Buckinghamshire HP27 0DG	BM 370166
95.	Belmont BELMONT CIRCLE, HARROW, Middlesex HA3 8SF	MX198017
96.	Berkeley 10 BERKELEY AVENUE, READING Berkshire RG1 6JS	BK76804
97.	Borough	BM369935

	WENDOVER ROAD, AYLESBURY Buckinghamshire HP21 9LB	
98.	Braywick Windsor Road, MAIDENHEAD, Berkshire SL6 1UZ	BK38879
99.	Markham Vale Unit B, Plot 7 East, M 1 Commerce Park, Markham Vale, S4 5HY	DY479984
100.	Broadwater Broadwater Crescent, STEVENAGE, Hertfordshire SG2 8EH	HD302368
101.	Saughall Sbx Former Little Chef, Parkgate Road, Saughall, Chester CH1 6JS	CH149645
102.	Clockhouse Clockhouse Lane, FELTHAM, Middlesex TW14 8RD	MX433104
103.	Copthorne COPTHORNE COMMON, CRAWLEY, Sussex, RH10 3LF	WSX357308
104.	Crest 320 Handsworth Road, Sheffield, South Yorkshire S13 9BX	SYK613691
105.	Adastra Chesterfield Road, Alfreton, Shireland, DE55 6AW	DY256546 and DY423527
106.	Altrincham Dunham Road, Altrincham, Cheshire WA14 4NX	GM428936, MAN144844
107.	Cwmbran Henllys Way, Cwmbran, Gwent NP44 3JA	CYM669862
108.	Anchorholme Fleetwood Road, Thornton-Cleveleys, Lancashire FY5 1LZ	LA807974
109.	Denham OXFORD ROAD, UXBRIDGE, Middlesex UB9 4DP	BM262381
110.	Armley Armley Road Leeds, West Yorkshire, LS12 2QN	WYK500757
111.	Ashton Road Ashton Road, Stockport SK6 2QN	GM26269
112.	Eccleshall Road 59 Eccleshall Road, Stafford, Staffordshire ST16 2SL	SF288989
113.	Aston Way Land and buildings known as 41 Legge Street Birmingham and Aston Way Service Station Corporation Street, Birmingham B4 7DT	WM711029 and WM702443
114.	Empire 518 DUNSTABLE ROAD, LUTON, Bedfordshire LU4 8DG	BD21785
115.	Bangor Junction A5/55 Expressway Llandega Bangor, Gwynedd LL57 4BG	CYM463282
116.	Farnworth 184-186 Lunts Heath Road, Widnes, Halton WA8 5AZ	CH187594
117.	Fernley GRINGER HILL, MARLOW ROAD, MAIDENHEAD, Berkshire SL6 7LZ	BK450745
118.	Barnes Durham Road, Sunderland, Tyne and Wear SR2 7RB	DU19236
119.	Battlefield Hurstwood Business Park, Robert Jones Way, Shrewsbury SY4 3EQ	SL203715
120.	Beehive	LAN70078

	Beehive Trading Park, Haslingden Rd, Blackburn, Lancs BB1 2EE	
121.	Glenlands 42 Reading Road South, FLEET, Hampshire GU51 3QP	HP749144
122.	Good Companions 93 STOKE POGES LANE, SLOUGH, Berkshire, SL1 3NJ	BK257669
123.	Bickenhill Bickenhill Service Station, Coventry Road, Bickenhill, Solihull B92 0EH	WM991598
124.	Billinge 275 Upholland Rd, Billinge, Wigan WN5 7DN	GM938783, GM297524
125.	Birches Bridge Birches Bridge Service Station, Wolverhampton Road, Codsall, Wolverhampton WV8 1PF	SF562229
126.	Birdholme Birdholme Service Station, Derby Road, Chesterfield S40 2EU	DY445114
127.	Guisborough West End, Guisborough, Cleveland TS14 6RL	CE65431
128.	Blackford Bridge 531 Manchester Rd. Bury BL9 9ST	LA166628
129.	Blurton Blurton Road Stoke on Trent ST3 2AQ	SF442009
130.	Blyth Blyth Service Area, Hilltop Roundabout - J.A1M/A614(151), Worksop, Blyth, Nottinghamshire S81 8HR	NT423618, NT420679 and NT548042
131.	Hall Park London Road, BERKHAMSTED, Hertfordshire, HP4 2NB	HD225850
132.	Hallwood Link Hallwood Link Road South, Runcorn, Cheshire WA7 2HQ	CH251469, CH372895
133.	Bredbury Lower Brents Lane, Bredbury SK6 2NJ	MAN152689, MAN152717
134.	Bridge Lane Bridge Lane, Penrith Cumbria CA11 8JB	CU55194
135.	Bridlington Scarborough Road, Bridlington Humberside YO16 7NS	YEA58025
136.	Brinsworth Brinsworth Service Station, South East side of Bawtry Road, Brinsworth Rotherham S60 5DL	SYK80979
137.	Broadway Broadway, Horsforth, Leeds West Yorkshire LS18 4DY	YY17782
138.	Hazlemere Xroads AMERSHAM ROAD, HIGH WYCOMBE Buckinghamshire HP15 7LG	BM373125
139.	Browns Blue 32 Shaw Lane, Markfield Leicester LE67 9PU	LT310465
140.	Budbrooke North and South Adjacent to North and South Services, A46 Warwick By Pass Warwick CV35 8RH	WK259761 and WK259759
141.	Burscough 192 Briars Lane, Latham Ormskirk L40 5XE	LA627746 and LA627863
142.	Calder Park Peel Avenue, Calder Park, Wakefield WF2 7UA	YY10965
143.	Heathrow North SHEPISTON LANE, HAYES Middlesex UB3 1LL	NGL198324, MX71211

144.	Canley Ford Land and buildings known as North side of Fletchamstead Highway, Coventry, West Midlands CV4 7BB	WM524225 and WM425433
145.	Carnforth Lancaster Road, Carnforth LA5 9EA	LA824145, LA742459
146.	Causeway Wilderspool causeway, Warrington, Cheshire WA4 6QE	CH590514
147.	Centurion Land on the north side of Watling Street, Dordon, Tamworth B78 1SU	WK456565
148.	Cestrian Ropery Lane Chester LE St, Durham DH3 3AP	DU163176, DU149745
149.	Churchill 73 Burgh Road Skegness PE25 2RJ	LL65229
150.	Holtspur Oxford Road, BEACONSFIELD, Buckinghamshire HP9 1UB	BM372857
151.	Icknield Way NORTON WAY NORTH, LETCHWORTH Hertfordshire SG6 1BS	HD521627
152.	Circle Audley Avenue, Stretford Manchester M 32 9TR	GM969852
153.	Clayton Brook Preston Road, Chorley, Lancashire PR6 7EJ	LA611819
154.	Colne Burnley Road, Colne BB8 8LF	LAN17890
155.	Colsterworth Land and buildings known as Colsterworth Service Area, Great North Road and land on the north side of Honeypot Lane, Colsterworth NG33 5JN	LL349425
156.	Coronation Wetherby Road, Leeds, West Yorkshire LS17 8ND	WYK906894
157.	County Aylestone Road, Leicester LE2 8JB	LT55676
158.	Croft Hill Coventry Rd. Leicester LE9 3GP	LT282951
159.	Currock Currock Road Carlisle, Cumbria CA2 4AS	CU250317
160.	Deeside Parkway, Deeside Industrial Estate CH5 2NS	CYM222723
161.	Lairds 117 New Chester Road, Birkenhead, Merseyside CH41 9BW	MS167715, MS367793, MS385233, MS385234
162.	Dragon Dragon Service Station, Skipton Road, Harrogate HG1 4PS	NYK370802
163.	Egremont 109 King Street, Wallasey CH44 0BZ	MS445536
164.	Eye Green Eye Green Service station, Crowland Road, Peterborough, PE6 7SZ	CB202963
165.	Five Barred Gate Spring Lane, Samlesbury Preston PR5 0UX	LA884138
166.	Leeds 303 Dewsbury Road, Leeds, West Yorkshire LS11 5LQ	YY55531
167.	Flagstaff Nottingham Road, Ashby- de la Zouch LE65 1JP	LT299090
168.	Formby	MS320011

	Southport Old Road, Formby L37 7AE	
169.	Gowy Tarvin Road, Chester CH3 7HN	CH414708 and CH543475
170.	Great Moor 172-6 Buxton Road, Stockport, Cheshire SK2 6HA	GM252955
171.	Green Lane 6 New Chester Road, Birkenhead, Merseyside CH41 9AZ	MS568092, MS370932
172.	Longford Bridge 296 Winwick Road, Warrington, Cheshire WA2 8HZ	CH642404 (Leasehold), CH640761 (Freehold), CH640878 (Leasehold)
173.	Greencroft New Road, Radcliffe M 26 1LS	LA282250
174.	Grosvenor Wellington New Road, Stockport SK1 3UA	GM682078
175.	Habberley Land and buildings known as Habberley Service Station, Franch Road, Kidderminster DY11 5BL	WR140198
176.	Halifax Skircoat Road, Halifax West Yorkshire HX12 2JN	WYK360708, WYK360709
177.	Hanford A34 Stone Road, Hanford, Stoke on Trent ST4 8NR	SF37586
178.	Maple Maple Rise, MARLOW, Buckinghamshire SL7 1HH	BM371972
179.	Harlescott Harlescott Service Station, Harlescott Lane, Shrewsbury SY1 3AP	SL216731
180.	Harrogate Sbx 112 Wetherby Road, Harrogate HG2 7AB	NYK245759
181.	Marmion Carlton Road, Nottingham, Nottinghamshire NG3 2NJ	NT517723
182.	Mead Ruislip Road, GREENFORD, Middlesex UB6 9RP	MX369123
183.	Hathern Turn Hathern Turn Service Station, Derby Road, Hathern, Loughborough LE12 5LD	LT203101
184.	Hazel Grove 34 Buxton Road, Hazel Grove, Stockport SK7 6NF	MAN152293, GM255001, GM255000, GM 210599, GM312814, MAN96298
185.	Heap Bridge Bury New Road, Heap Bridge Bury BL9 7HY	MAN162525
186.	Millfields 40301 Millfields Road, Wolverhampton, WV14 0QJ	WM437292
187.	Heath Heath Service Station, Mansfield Road, Chesterfield S44 5SF	DY446169
188.	Hobs Moat Hobs Moat Road, Solihull, Birmingham B92 8JN	WK10810
189.	Holditch Holditch Service Station Talke Road Stoke on Trent ST5 9JB	SF562364
190.	Hollin Bank Manchester Road Nelson, Lancashire BB9 7SH	LAN94514
191.	Javelin Derby Road, Burton DE13 0DF	SF443616
192.	John Adams Way John Adams Way Service Station John Adams Way, Boston, PE21 6TQ	LL312490

193.	Moreton Wirral 157 Hoylake Road, Moreton Merseyside CH46 9PZ	CH61909, MS236031
194.	Kettering Rockingham Road, Kettering NN14 1UD	NN316520
195.	King Edward King Edward Service Station 40 London Road Retford DN22 6AY	NT330435
196.	Nene Valley North Land On The North Side And On The South Sides Of The A45 Road, Ecton	NN1 15891
197.	Nene Valley South Land On The North Side And On The South Sides Of The A45 Road, Ecton	NN1 15891
198.	Kinnel Land At A55 Expressway Bodelwyddan, Rhyl	CYM465093
199.	Kirkhams 71-73 Bury Old Road, Whitefield, Manchester M 45 6TB	MAN149587
200.	Knutsford Troft Road, Knutsford, Cheshire WA16 8QJ	CH589722
201.	Lamascote Lamascote Service Station Lamascote Road, Stafford ST16 3TA	SF562397
202.	Larkhill Queens Drive, Liverpool L13 0AR	MS511392 and MS302187
203.	Nightingale NIGHTINGALE ROAD, HITCHIN, Hertfordshire SG5 1RH	HD294326
204.	Lawnswood Otley Rd, Leeds West Yorkshire LS16 8AA	WYK911411
205.	Lindum Lindum Service Station, 246 Newark Road, Lincoln LN6 8RP	LL33708 and LL31835
206.	Northern Gateway North Road, Berwick Upon Tweed Northumberland TD15 1QQ	ND173271
207.	Northgate Northgate, Walsall WS9 8TH	MM766
208.	Northmead Lincoln Road, Peterborough Cambridgeshire PE4 6AX	CB389570
209.	Lloc St Asaph Road, A55, Lloc CH8 8RF	CYM367072
210.	Longcauseway Longcauseway Bolton BL4 9BW	GM407999, GM969900
211.	Macclesfield Churchill way, Macclesfield Cheshire SK11 6AY	CH133310, CH138547, CH230250, CH230354
212.	Observatory 520-522 WATFORD WAY, LONDON, NW7 2PT	NGL310399
213.	Mackworth Mackworth Service Station Ltd, Kingsway Derby DE22 4AA	DY103730
214.	Merestones Merestone Service Station, Fox Hollies Road, West Midlands Birmingham B27 7US	WM248282 and WM991483
215.	Merryhill Merryhill Service Station 220/230 Coalway Road Wolverhampton WV3 7NN	WM966562
216.	Middleforth 138 Leyland Road Penwortham, PR1 9QD	LAN64709

217.	Milnrow Newhay Road, Rochdale OL16 4JD	GM878163
218.	Monmouth North and South Monmouth Service Station, A40 (North and South), Dingestow NP25 4BG	CYM493501
219.	Moreton SS 200 Wigton Road, Carlisle CA2 6JS	CU215670, CU266491
220.	Motorway Rochdale Road, Bury BL9 7BD	GM37344
221.	Nether Green Nether Green Service Station, Derby Road, Langley Mill Nottingham NG16 4AA	DY451110
222.	New Seaham Stockton Road, Seaham, Durham SR7 8ER	DU7482
223.	Pinewood READING RD, READING Berkshire RG7 3EH	BK454591
224.	Newmarket Newmarket Service Station, 65 Newmarket, Louth Humberside LN11 9EG	LL311344
225.	Newtown Railway Road, Skelmersdale WN8 8TL	LA776513
226.	North End Deepdale Retail Park, Blackpool Road Preston PR1 6UY	LAN25521, LA918706, LAN82626 and LA246745
227.	Oadby Harborough Road, Leicester LE2 4DS	LT317107
228.	Rainhill Warrington Road, Liverpool, Merseyside L35 9JB	MS608543
229.	Oakhurst Lamplugh Road, Cockermouth, Cumbria CA13 0QN	CU53304 and CU58924
230.	Rawmarsh Dale Road, Rotherham, S62 7BY	SYK392588
231.	Ormskirk 201 County Road, Ormskirk L39 3LU	LA897508
232.	Oswestry Shrewsbury Road, Oswestry SY11 4JA	SL219489
233.	Park Hall Land and buildings known as Land on the north side of Anchor Road, Longton	SF313691
234.	Parkgate Parkgate Road, Chester, Cheshire CH1 4BE	CH589375
235.	Parkside Land and buildings known as Parkside Service Station, Doncaster Road, Scunthorpe DN15 7DR	HS375597
236.	Parkview Kearsley, Bolton Lancashire BL4 9BU	MAN172638
237.	Parkway Land and buildings on the east side of Prince of Wales Road, Sheffield	SYK289274
238.	Pemberton Ormskirk Road, Wigan Lancashire WN5 8BE	GM147476, GM265269, GM268791
239.	Preston Way 103 Preston New Road, Blackburn BB2 6BJ	LA562976; LA455992; LA455993
240.	Prospect Brandlesholme Road, Bury BL8 1AU	LA295134, MAN29282
241.	Quay	CYM436429

	Church St, Connors Quay, Cheshire CH5 4AS	
242.	Ramsbottom Stubbins Lane, Bury, Lancashire BL0 0PU	GM619746, GM562013, GM173682, GM620741
243.	Red Ensign Parkgate Road, Chester CH1 8JS	CH329371
244.	Salford Quays Trafford Road, Salford, Manchester M 5 4QD	GM875194, LA51850
245.	Refill Blackburn Road, Bolton BL4 7LR	GM409973, GM409972, GM409971
246.	Rhostyllen Wrexham Road, Rhostyllen, Wrexham, Clwyd LL14 4EJ	WA937778
247.	Ring Road Rooley Lane, Bradford, West Yorkshire BD4 7SJ	WYK582619
248.	Rivenhall Sbx A12 South, Rivenhall End, Witham CM 8 3HB	EX656717
249.	Rivington North and South M 61 Motorway North Bound Services, Bolton BL6 5UZ	LA766458
250.	Ross Spur Ledbury Road, Ross on Wye HR9 7QJ	HE34589
251.	Royle Green Longley Lane, Manchester M 22 4SY	LA200823 (Freehold), LA42428 (Leasehold)
252.	Ruddington Land known as Ruddington Service Station, Loughborough Road, Ruddington, Nottingham NG11 6LJ	NT464903
253.	Runcorn Bridge Retail Park, Thomas Jones Way Runcorn WA7 5AQ	CH587396
254.	Sheep cot NORTH ORBITAL ROAD, GARSTON, Hertfordshire WD25 7LW	HD530305
255.	Sheffield 158 Ecclesall Road, Sheffield, South Yorkshire S11 8JD	SYK308146, YWE52411
256.	Rylands Owen Road, Lancaster LA1 2LL	LA729127
257.	Shinfield ARBORFIELD ROAD, SCHOOL GREEN, READING, Berkshire, RG2 9DY	BK272671
258.	Sandyford Sandyford Road Newcastle upon Tyne, Tyne and Wear NE2 1QR	TY482554
259.	Shoppenhanger SHOPPENHANGERSROAD, MAIDENHEAD, Berkshire, SL6 2QJ	BK129526
260.	Scarisbrick 3A Scarisbrick New Road, Southport PR8 6PU	MS254710
261.	Scot Lane Scott Lane, Wigan WN5 0PU	MAN151717, GM461074 and MAN203828
262.	Southgate LONDON ROAD, BEDFORDSHIRE MK42 ONX	BD285373
263.	Sparkhill 636 Stratford Road, Birmingham B11 4AR	WM 533881
264.	Scott Hall Scott Hall Road, Leeds, West Yorkshire LS7 2NA	WYK910336
265.	St Albans LONDON ROAD, ST. ALBANS, Hertfordshire, AL1 1LP	HD528341
266.	Sevenways	GM604406



	Bradfield Road, Stretford, Manchester M 32 9RH	
267.	Shavington Land and buildings known as 416 Newcastle Road, Hough, Crewe, CW2 5JF and land lying to the south of Newcastle Road, Shavington CW2 5JF	CH314576 and CH314577
268.	Sherdley Park 102 St Helens Linkway, St Helens WA9 5DT	MS368243
269.	Shirley 490 Cheetham Hill Road, Manchester, Lancashire M 8 0PL	MAN148021 and GM207579
270.	St Peters St Peters Bridge, Burton-On-Trent, Staffordshire DE15 9AW	SF596359
271.	St Phillips Netherthorpe Road, Sheffield, South Yorkshire S3 7EZ	SYK463150
272.	Shrewsbury Shrewsbury Service Station, Hereford Road, Bayston Hill, Shrewsbury Shropshire SY3 0DA	SL219332
273.	Standish Almond Brook Road, Wigan, WN6 0SS	GM755117
274.	Stanley Aberford Road, Wakefield, WF3 4NF	YY681
275.	Simonside Newcastle Road, South Shield, Tyne and Wear NE34 9QE	TY28333
276.	Solihull 96 High Street, Solihull B90 1JS	WM513349
277.	Speke Land adjacent to Speke Boulevard, Liverpool L24 7UX	MS597591
278.	Stockport 297-309 Buxton Road, Stockport, Cheshire SK2 7NR	CH31669, CH49391
279.	St James Hinckley Road, Leicester LE3 0WD	LT272686
280.	St James Park 21 Barrack Road, Newcastle upon tyne, Tyne and Wear NE4 9DV	TY212105
281.	Stourbridge 156 Hagley Road, Stourbridge West Midlands, DY8 2JL	WM629794
282.	St Matthews York Ave, Jarrow, Tyne and Wear NE32 5JX	TY216244
283.	Stafford South M 6 Stafford (South) Motorway Service Area, Walton Stone ST15 0XE	SF347434
284.	Stalybridge Stamford Street, Ashton Under Lyne SK15 1LH	GM43227
285.	St Helens Sbx East Lancashire Road, Rainford, St Helens WA10 6QY	MS501497 and MS501735
286.	Stoke Road Uttoxeter Service Station, Bypass Road, Uttoxeter ST14 5AA	SF394808
287.	Sweetbriar Sweet Briar Road, Norwich, Norfolk, NR6 5AL	NK454449
288.	Tadley MULFORDSHILL, TADLEY, Berkshire RG26 3LJ	HP755310
289.	Stoneycroft Stoneycroft Service Station, Lutterworth Road, Nuneaton Warwickshire CV11 6PX	WK325473
290.	Stourport	WR143419

	Stourport Service Station, Vale Road, Stourport on Severn DY13 8YJ	
291.	Statrode 58 Stratford Road, Warwick CV34 6AT	WK82186
292.	Sudden Manchester New Road, Rochdale OL11 3PD	LA296518
293.	Sun Inn Sun Service Station, York Road, Bentley DN5 8RW	SYK168280
294.	The Forest The Forest Service Station, 258 Birmingham Road, Bromsgrove Worcestershire B61 0HA	HW26259
295.	Thinford North Durham Road, Ferry Hill, Thinford DL17 8RU	DU72461
296.	Treffynnon Halkyn Road, Holywell, Flintshire CH8 7SG	CYM615664
297.	Thinford South Durham Road, Ferry Hill, Thinford DL17 8LD	DU134004, DU337012
298.	Turnpike 246 NEW ROAD, HIGH WYCOMBE, Buckinghamshire, HP12 4RG	BM381613
299.	Twin Bridges DOWNSHIRE WAY, BRACKNELL, Berkshire RG12 1QN	BK225744
300.	Tynemouth Beach Road, North Shields, Tyne & Wear NE30 2TU	TY515375
301.	Tibicar Oxcliffe Road, Heysham LA3 1PS	LA829846
302.	Vale 193 Vale Road, Rhyl, Clwyd LL18 2PH	CYM655228
303.	Viva DUNSTABLE ROAD, LUTON, Bedfordshire LU1 1BN	BD27455, BD106098, BD97319
304.	Toll Bar Louth Road, Grimsby North East Lincolnshire DN36 4PT	HS58681
305.	Townhouse High St East, Derbyshire, Glossop SK13 8PN	DY446315
306.	Trent Trent Service Station, 4 Ruxley Road, Stoke on Trent ST2 9DG	SF372187 and SF302116
307.	Uttoxeter Bypass Road, Derby Road, Uttoxeter, Staffordshire ST14 5AA	SF557451
308.	Warrington Road Warrington Road, Wigan WN3 6PF	GM195844
309.	Welcome Land and buildings known as Welcome Service Station, Chellaston Road, Derby DE24 9EG	DY9664
310.	Westholme Fleetwood Road, Kirkham PR4 3HE	LA522611, LAN131324, LA754817
311.	Westside Westside Service Station, Bourges Boulevard, Cambridgeshire, PE1 2AF	CB353881
312.	Weyhill East and West Weyhill Service Station, Andover SP11 0PN	HP417503
313.	Whickham Front St, Wickham, Tyne and Wear NE16 4EJ	TY318943 and TY288765
314.	Willowbank	BM373365

	Oxford Road, UXBRIDGE, Middlesex UB9 4DA	
315.	Wilmslow Hawthorne Street, Wilmslow, Cheshire SK9 5EH	CH642176
316.	Whitchurch Esso Service Station, Wrexham Road By Pass, Whitchurch SY13 1JZ	SL67934
317.	Widney Widney Service Station, 52 Widney Road, Knowle, Solihull, B93 9DZ	WM966254
318.	Wilbraham Road 32 Wilbraham Road, Fallowfield, Manchester M 14 7DW	GM419312
319.	Worsley Walkden Road, Manchester, M 28 2RZ	MAN152202
320.	Wrexham Road Wrexham Road, Chester CH4 9DE	CH260649
321.	Wylfa Chester Road, Mold, Clwyd, CH7 1UE	WA924833; WA921565; WA529049
322.	Hexham Land at Rotary Way, Bridge End, Hexham NE46 4DQ	ND183640
323.	Matrix Point Unit 1a and 1b, Matrix Way, Buckshaw Village, Chorley (PR7 7ND)	LAN182186
324.	Pocklington Plot C Pocklington Services, Pocklington, YO42 1AD	YEA85163
325.	Blackpool Preston New Road, Blackpool, FY3 9TN	LA477624
326.	Clitheroe Whalley Road, Barrow, BB7 9WF	LAN180461
327.	Corby Corby Road, Northamptonshire, NN17 3HT	NN183640
328.	Stevenage Gunnels Wood Road, SG1 2FS	HD480178
329.	Leeds 118 Armley Road, Leeds	WYK426717
330.	Camberley 156-160 (Even), Frimley Road, Camberley GU15 2QL	SY620201
331.	Blackburn Euro House and Wynwood, 223 Haslingden Road, Blackburn, 223 Haslingden Road, Guide, Blackburn	LAN184015
332.	Land to the East of the A11, Snetterton Park, Snetterton, Norwich, Norfolk	NK465357 and NK465470
333.	Freehold land being Brambles Farm Hotel, Cargo Fleet Lane, Middlesbrough	CE134212
334.	Freehold land being the land known as Llanteg Service Station, Llanteg, Narbeth, Pembrokeshire, SA67 8QD	CYM710097
335.	Freehold land being Springfield Bungalow, Llanteg, being the property	CYM258274
336.	Freehold land being Wye Garage & Stores, Llyswen, Brecon	CYM85048
337.	Freehold land being land on the North side of A534 Rhosnesni, Wrexham	WA883407
338.	Leasehold land at St Kew Service Station, St Kew Highway, Bodmin PL30 3ED pursuant to a transfer dated 27 April 2017 between (1) Keith Melvin Godfrey and Margaret Mary Godfrey and (2) Euro Garages Limited	CL331599

339.	Leasehold land at St. Kew Service Station, St. Kew Highway, Bodmin pursuant to a lease dated 27 April 2017 between (1) St Kew Service Station Tank Farm Limited and (2) Euro Garages Limited	CL323443
340.	Snetterton Land on the North West side of London Road, Snetterton	NK473463
341.	The Oval Hipwell Farm, Upper Heyford	NN223041
342.	Neath Land lying on the west side of Empire Avenue, Cwmgrach, Neath and land at Blaengwrach, Glynneath	CYM367168 and CYM738815
343.	Oldham Land at the former Roxy Cinema, Hollinwood, Oldham	MAN313517
344.	Maghull Land lying to the south west of Maghull Lane, Maghull	MS657682
345.	Elstree Elstree Hill Service Station, Elstree Hill South, Elstree, Borehamwood WD6 3BL	HD576569
346.	Ferriby Road Land on the south side of Ferriby Road, Barton-Upon-Humber	HS392441
347.	Woofferton Land on the north side of Station Road, Woofferton, Shropshire ST8 4AL	SL104777
348.	Red Post Red Post Service Station, Main Road, Winterborne Zelston, Blandford Forum D11 9EX	DT222450
349.	Eccleshall Road 43 Eccleshall Road, Stafford ST16 2SL	SF620798
350.	Barracks Road Land at Barracks Road, Burnley	LAN213550
351.	Weld Blundell Weld Blundell Arms, Scaffold Lane, Liverpool	MS437743
352.	Penryn Four Cross Garage and Bungalow, A39 Penryn	CL146178 & CL148688
353.	Louth Lincoln Way, Fairfield Industrial Estate, Louth	LL324725
354.	Warwick Service Station Restaurants on the West Side of Warwick By-Pass	WK500330
355.	Weymouth Land on the north east side of Chickerell Road, Weymouth	DT443164
356.	Glamorgan Downs Filling Station, Stalling Down, Cowbridge CF71 7DT	CYM619685
357.	Crewe Unit 3, Crewe Commercial Park, Shavington, Crewe	CH680838
358.	Blackburn Three Arches Service Station, 654 Preston Old Road BB2 5EP	LA958680, LA948777
359.	Wolverhampton Wolverhampton Gateway Jct 2, M54 Wolverhampton, Stafford Rd	MM121104
360.	Liverpool Sugarbrook Filling Station, East Lancashire Road	MS448462
361.	Bishop Auckland	DU332659

	Unit 4, Abraham Industrial Estate, St Helen Auckland DL14 9TT	
362.	Norwich Land on the East Side of Burgh Road, Aylsham	NK470379
363.	Liverpool Land on the West Side of Coopers Lane, Knowsley Industrial Park	MS652062
364.	Morecambe Regent Park Filling Station, Regent Road	LAN131319
365.	Burnley St. Teresa of The Infant Jesus Chapel and Presbytery, Barracks Road BB11 4SB	LA426196
366.	Accrington Land on the North East Side of Blackburn Road, Rising Bridge	LA692025
367.	Crofters Lodge, Kenton Lane, Newcastle upon Tyne NE3 3ES	TY352758
368.	Land to the North of Sproughton Road, Sproughton	SK210196
369.	Land at Diamond Park, Fenton, Stoke on Trent, ST4 2LT	SF658768
370.	Land at John Clark Way, Rushden, Northants NN10 0FN	NN374402
371.	Land at Dunningbridge Road, Aintree (acquired by a transfer dated 9 September 2020 and made between (1) Chancerygate (Aintree) Limited (2) Euro Garages Limited)	MS213534 (part)
372.	Land to the east of Monks Way and west of Montague Road, Discovery Park, Sandwich, Kent	TT115662
373.	Land known as Plot 2.3 Severnside, Bristol	GR449185
374.	Land and buildings on the north side of South Street, Retford	NT328811
375.	Land at Dudden Hill Lane, London NW10	AGL524349 (provisional)
376.	Land and buildings fronting Knowsley Lane, Huyton	MS688397 (provisional)
377.	Plot 2, Beacon 62, Cronton Road, Huyton	MS329994, MS331012, MS678718
378.	Land at Newbridge Road, Billingshurst (acquired by a transfer dated 28 May 2021 and made between (1) Forelle Estates Limited (2) Euro Garages Limited)	WSX417172 (part)

### **SCHEDULE 3**

#### **SHARES**

<b>Name of Chargor which holds the shares</b>	<b>Name of company issuing shares</b>	<b>Number and class</b>
EG Midco 1 Limited	EG Group Limited	1,911 ordinary shares of £1.00
EG Group Limited	EG Finco Limited	1,911 ordinary shares of £1.00
EG Finco Limited	EG Global Finance plc	50,000 ordinary shares of £1.00
EG Group Limited	EG AsiaPac Ltd	1 ordinary share of £1.00
Euro Garages (Jersey) Limited	Euro Garages Limited	1,000 ordinary shares of £1.00

## SCHEDULE 4

### FORMS OF NOTICES

#### Part 1

#### Form of Counterparty Notice

To: *[insert name and address of counterparty]*

Dated: [ ● ]

Dear Sirs

**Re:** [here identify the relevant Assigned Agreement] (the “Agreement”)

We notify you that, *[insert name of Chargor]* (the “**Chargor**”) has assigned to *[insert name of Security Agent]* (the “**Security Agent**”) for the benefit of itself and certain other banks and financial institutions (the “**Secured Parties**”) all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor to the Secured Parties by way of a Supplemental Debenture dated [ ● ] (the “**Supplemental Debenture**”).

We further notify you that:

1. Prior to receipt by you of notice in writing from the Security Agent specifying that a Declared Default (as defined in the Supplemental Debenture) has occurred and is continuing, the Chargor will continue to have the sole right to deal with you in relation to the Agreement (including any amendment, waiver, claim thereunder or termination thereof).
2. Following receipt by you of notice in writing from the Security Agent specifying that a Declared Default has occurred and is continuing (but not at any other time), the Chargor irrevocably authorises you:
  - (a) to pay all monies to which the Chargor is entitled under the Agreement direct to the Security Agent (or as it may direct), and not to the Chargor, promptly following receipt of written instructions from the Security Agent to that effect;
  - (b) to disclose to the Security Agent any information relating to the Agreement which the Security Agent may from time to time request in writing; and
  - (c) otherwise to deal only with the Security Agent in relation to the Agreement.
3. The provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent and the Chargor.
4. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of confirmation that:
  - (a) you agree to act in accordance with the provisions of this notice;
  - (b) you have not previously received notice (other than any notices (x) which were subsequently irrevocably withdrawn or (y) pursuant to the debenture dated 7 February 2018, which was entered into in favour of the Security Agent (as supplemented or amended from time to time)) that the Chargor has assigned its rights under the Agreement to a third

party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party; and

- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set off, counter claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

for and on behalf of

*[Insert name of Chargor]*

[On acknowledgement copy]

To: *[Insert name and address of Security Agent]*

Copy to: *[Insert name address of Chargor]*

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs 4(a) to (c) above.

---

for and on behalf of

*[Insert name of Counterparty]*

Dated: [ ● ]



**Part 2**  
**Form of Insurance Notice**

To: [insert name and address of insurance company]

Dated: [ ● ]

Dear Sirs

Re: [here identify the relevant insurance policy(ies)] (the “Policies”)

We notify you that, [insert name of Chargor] (the “Chargor”) has assigned to [insert name of Security Agent] (the “Security Agent”) for the benefit of itself and certain other banks and financial institutions (the “Secured Parties”) all its right, title and interest in the Policies as security for certain obligations owed by the Chargor to the Secured Parties by way of a Supplemental Debenture dated [ ● ] (the “Supplemental Debenture”).

We further notify you that:

1. Prior to receipt by you of notice in writing from the Security Agent specifying that a Declared Default (as defined in the Supplemental Debenture) has occurred and is continuing, the Chargor will continue to have the sole right to deal with you in relation to the Policies (including any amendment, waiver or termination thereof or any claims thereunder).
2. Following receipt by you of notice in writing from the Security Agent specifying that a Declared Default has occurred and is continuing (but not at any other time) the Chargor irrevocably authorises you:
  - (a) to pay all monies to which the Chargor is entitled under the Policies direct to the Security Agent (or as it may direct), and not to the Chargor, promptly following receipt of written instructions from the Security Agent to that effect;
  - (b) to disclose to the Security Agent any information relating to the Policies which the Security Agent may from time to time request in writing; and
  - (c) otherwise to deal only with the Security Agent in relation to the Policies.
3. The provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent and the Chargor.
4. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of confirmation that:
  - (a) you agree to the terms of this notice and to act in accordance with its provisions;
  - (b) you have not previously received notice (other than notices (x) which were subsequently irrevocably withdrawn or (y) pursuant to the debenture dated 7 February 2018, which was entered into in favour of the Security Agent (as supplemented or amended from time to time)) that the Chargor has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and

- (c) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Chargor, any right of set off, counter claim or other right relating to the Policies.

The provisions of this notice are governed by English law.

Yours faithfully

for and on behalf of

***[Insert name of Chargor]***

*[On acknowledgement copy]*

To: **[Insert name and address of Security Agent]**

Copy to: **[Insert name address of Chargor]**

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs 4(a) to (c) above.

---

for and on behalf of

***[Insert name of insurance company]***

Dated: [ ● ]

## SCHEDULE 5

### FORM OF SECURITY ACCESSION DEED

This Security Accession Deed is made on [ ● ]

**Between:**

- (1) [ ● ], a company incorporated in [England and Wales] with registered number [ ● ] (the “**New Chargor**”);
- (2) **EG GROUP LIMITED** for itself and as agent for and on behalf of each of the Original Chargors (“**the Parent**”); and
- (3) [ ● ] as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

**Recital:**

This deed is supplemental to a Supplemental Debenture dated [ ● ] between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Supplemental Debenture**”).

Now this deed witnesses as follows:

#### 1. INTERPRETATION

##### 1.1 Definitions

Terms defined in the Supplemental Debenture shall have the same meanings when used in this deed.

##### 1.2 Construction

- (a) Clauses 1.2 (*Construction*) and 1.3 (*Other References and Interpretation*) of the Supplemental Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Supplemental Debenture were references to this deed.
- (b) All the provisions contained in the Supplemental Debenture in relation to the Security created by it and all the powers and rights conferred on the Security Agent and any Receiver in relation to the Security created by the Supplemental Debenture shall extend and apply to the Security created by this Security Accession Deed.
- (c) This Security Accession Deed is a Finance Document.

#### 2. ACCESSION OF NEW CHARGOR

##### 2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Supplemental Debenture with immediate effect and agrees to be bound by all of the terms of the Supplemental Debenture as if it had originally been a party to it as a Chargor.

##### 2.2 Covenant to pay

Subject to any limits on its liability expressly specified in the Debt Documents, the New Chargor covenants, as primary obligor and not only as surety, with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on demand of the Security Agent, provided the Security Agent has the requisite authority to make such demand in accordance with the Debt Documents.

### **2.3 Fixed Security**

Subject to Clause 3.8 (*Excluded Assets*) of the Supplemental Debenture, the New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest, right or title by way of first fixed charge:

- (a) all of its Investments (other than the Shares);
- (b) the Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)
- (c) all of its Intellectual Property;
- (d) all of its Tangible Moveable Property;
- (e) all of its Other Debts and all rights and claims against third parties in respect of those Other Debts and all corresponding Related Rights other than any claims which are otherwise subject to a fixed charge or assignment pursuant to this Security Accession Deed;
- (f) the Bank Accounts and Related Rights; and
- (g) all of its goodwill and uncalled capital.

### **2.4 Security Assignment**

Subject to Clause 3.8 (*Excluded Assets*) of the Supplemental Debenture, and as continuing security for the payment of the Secured Obligations, the New Chargor assigns absolutely by way of security with full title guarantee to the Security Agent all its right, title and interest from time to time in and to the Assigned Agreements and all Related Rights, provided that on payment and discharge in full of the Secured Obligations the Security Agent will promptly re-assign the relevant Assigned Agreements to that Chargor (or as it shall direct) in accordance with Clause 19.23 (*Winding Up of Trust and release of Transaction Security*) of the Intercreditor Agreement.

### **2.5 Fixed Real Property Security**

- (a) The New Chargor charges in favour of the Security Agent, by way of first legal mortgage, subject to Clause 4 (*Excluded Real Property*) of the Supplemental Debenture, its Real Property in England and Wales vested in the Chargor on the date on which it becomes a party to this Supplemental Debenture or a party to any relevant Security Accession Deed.
- (b) To the extent not effectively mortgaged under Clause 2.5(a) above, each New Chargor charges in favour of the Security Agent by way of first fixed charge, subject to Clause 4 (*Excluded Real Property*) of the Supplemental Debenture, its Real Property in England and Wales vested in the Chargor on the date on which it becomes a party to this Supplemental Debenture or a party to any relevant Security Accession Deed.

## **2.6 Floating Charge**

- (a) Subject to Clause 3.8 (*Excluded Assets*) of the Supplemental Debenture, as further continuing security for the full payment of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets and undertakings of the New Chargor (including, for the avoidance of doubt, any Real Property held by the New Chargor from time to time, other than any Excluded Real Property) and deferred in point of priority to all Security validly and effectively created under Clause 2.3 (*Fixed Security*) or Clause 2.5 (*Fixed Real Property Security*) or assigned under Clause 2.4 (*Security Assignment*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to this Clause 2.6.

## **3. POWER OF ATTORNEY**

- (a) The New Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney in accordance with the terms set out in Clause 14 (*Power of Attorney*) of the Supplemental Debenture.
- (b) The New Chargor irrevocably appoints the Parent as its attorney for the purpose of executing a Security Accession Deed relating to any other member of the Group on its behalf.

## **4. IMPLIED COVENANTS FOR TITLE**

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to the Real Property Security.
- (b) It shall be implied in respect of the Real Property Security that the New Chargor is disposing of the Real Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment), other than any charges, incumbrances or other rights exercisable by third parties in each case pursuant to any Transaction Security Documents entered into prior to the date of this Security Accession Deed and which remain in full force and effect on the date of such disposal.

## **5. HM LAND REGISTRY**

- (a) The New Chargor consents and agrees to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any registered land that is Real Property subject to the Security created by paragraph (a) of Clause 2.5 (*Fixed Real Property Security*):

*“No 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.”*

## **6. FURTHER ADVANCES**

- (a) Subject to the terms of the Debt Documents, each Lender is under an obligation to make further advances to the New Chargor and that obligation will be deemed to be incorporated in this deed as if set out in this deed.
- (b) The New Chargor consents to an application being made to HM Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Mortgaged Property.

## **7. FURTHER ASSURANCE**

- (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 paragraph (b) below.
- (b) Subject to the Agreed Security Principles, the New Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may specify (acting reasonably):
  - (i) to complete the Perfection Requirements in relation to the Security created under this Security Accession Deed or a Legal Charge or for the exercise of any rights, powers and remedies of the Security Agent provided by this Security Accession Deed or by law;
  - (ii) to enter into a Legal Charge in favour of the Security Agent over any Real Property in England and Wales not already the subject of a registrable legal mortgage created pursuant to Clause 2.5(a).

## **8. EXERCISE OF POWER**

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) or otherwise at law, as varied or extended by this Security Accession Deed, and all or any of the rights and powers conferred by this Security Accession Deed on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to the New Chargor at any time after a Declared Default has occurred and is continuing, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

## **9. RESTRICTIONS**

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the Security constituted by this Security Accession Deed 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 Security Accession Deed 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 any Chargor on or at any time after occurrence of a Declared Default which is continuing.

## **10. CONSENT OF ORIGINAL CHARGORS**

The Parent agrees and consents, for itself and on behalf of each of the other Original Chargors, to the terms of this deed and agrees that its execution will in no way prejudice or affect the security

granted by each of them under (and covenants given by each of them in) the Supplemental Debenture or any other Security Accession Deed.

#### **11. CONSTRUCTION OF SUPPLEMENTAL DEBENTURE**

The Supplemental Debenture and this deed shall be read together as one instrument on the basis that references in the Supplemental Debenture to “*this deed*” or “*this Supplemental Debenture*” will be deemed to include this deed.

#### **12. NOTICES**

The New Chargor confirms that its address details for notices are as follows:

Address: [ ● ]

Fax number: [ ● ]

Attention: [ ● ]

#### **13. GOVERNING LAW AND JURISDICTION**

This deed and any non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that the courts of England 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 or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

In witness whereof this deed has been signed by the Security Agent and duly executed as a deed by the New Chargor and the Parent and is delivered by them on the date first above written.

**Schedule 1 to Security Accession Deed: Real Properties**

<b>Chargor</b>	<b>Address or description</b>	<b>Freehold or Leasehold</b>	<b>Title No.</b>
[ ● ]	[ ● ]	[ ● ]	[ ● ]



**Schedule 2 to Security Accession Deed: Shares**

<b>Name of Chargor which holds the shares</b>	<b>Name of company issuing shares</b>	<b>Number and class</b>
<b>[ ● ]</b>	<b>[ ● ]</b>	<b>[ ● ]</b>

## Signatories to Security Accession Deed

### The New Chargor

**EXECUTED** as a **DEED** by                   )  
[*Name of New Chargor*]                        )  
acting by    )

---

[[ ● ] as Director]

---

[Witness]

Name:

Address:

Occupation:

### Notice Details

Address:

Email:

Attention:

**EXECUTED** as a **DEED** by )  
**EG GROUP LIMITED** )  
acting by )

---

[[ ● ] as Director]

---

[Witness]

Name:

Address:

Occupation:

Notice Details

Address:

Email:

Attention:

**The Security Agent**

SIGNED by )  
[ ● ] )  
acting by )

---

[[ ● ] as Authorised Signatory]

Notice Details

Address:

Email:

Attention:

## SCHEDULE 6

### FORM OF LEGAL CHARGE

**THIS CHARGE** is made by way of deed on [ ● ] by:

- (1) [ ● ] (registered in England and Wales with company registration number [ ● ]) (the “**Chargor**”) [and [ ● ] (registered in England and Wales with company registration number [ ● ]) (each a “**Chargor**”))] in favour of;
- (2) [ ● ] as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

**THIS DEED WITNESSES** as follows:

#### 1. LEGAL CHARGE

Subject to paragraph (c)(i) of Clause 1.9 (*Existing Debenture*) of the Supplemental Debenture, [the Chargor]/[each Chargor] charges with full title guarantee in favour of the Security Agent (as trustee for the Secured Parties), for the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Material Real Property specified in the Schedule (*Schedule of Material Real Property*) to this Charge excluding any such leasehold property where, having used reasonable endeavours in accordance with Clause 4.1 (*Excluded Real Property*) of the Supplemental Debenture, the consent of the landlord of such leasehold property has not been obtained (“**Mortgaged Property**”).

#### 2. IMPLIED COVENANTS FOR TITLE

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 1 (*Legal Charge*).]
- (b) [It shall be implied in respect of Clause 1 (*Legal Charge*) that [the Chargor]/[each Chargor] is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment), other than any charges, incumbrances or other rights exercisable by third parties in each case pursuant to any Transaction Security Documents (as defined in the intercreditor agreement dated 6 February 2018 between, among others, EG Group Limited and the Security Agent) entered into prior to the date of this Legal Charge and which remain in full force and effect on the date of such disposal.

#### 3. APPLICATION TO THE LAND REGISTRY

[The Chargor/Each Chargor consents and agrees to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any registered land forming the Mortgage Property:

*“No 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.”*

#### **4. FURTHER ADVANCES**

- (a) Subject to the terms of the Debt Documents each Lender is under an obligation to make further advances to each Chargor and that obligation will be deemed to be incorporated in this Supplemental Debenture as if set out in this Supplemental Debenture.
- (b) Each Chargor consents to an application being made to HM Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Mortgaged Property.

#### **5. GOVERNING LAW**

This deed and any non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that the courts of England 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 or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

**THIS CHARGE** has been executed as, and is intended to take effect as, a deed by [the Chargor]/[each Chargor] and has been signed by the Security Agent on the date written on the first page of this Legal Charge.

## SCHEDULE OF MATERIAL REAL PROPERTY

<b>Chargor</b>	<b>Address or description</b>	<b>Freehold or Leasehold</b>	<b>Title No.</b>
[ ● ]	[ ● ]	[ ● ]	[ ● ]

## Signatories to Supplemental Debenture

### The Chargors

**EXECUTED** as a **DEED** by  
**EG GROUP LIMITED**

acting by

Mohsin Issa

)  
)



as Director

acting by

)  
)

as Director

### Notice Details

Address: Waterside Head Office,  
Haslingden Road,  
Guide, Blackburn,  
Lancashire,  
United Kingdom,  
BB1 2FA

Email:



Attention: Mohsin Issa / Michael Hughes



## Signatories to Supplemental Debenture

### The Chargors

**EXECUTED** as a **DEED** by  
**EG GROUP LIMITED**

acting by

\_\_\_\_\_)  
\_\_\_\_\_)

\_\_\_\_\_  
as Director

acting by

Zuber Issa \_\_\_\_\_)

\_\_\_\_\_  
as Director

### Notice Details

Address: Waterside Head Office,  
Haslingden Road,  
Guide, Blackburn,  
Lancashire,  
United Kingdom,  
BB1 2FA

Email: \_\_\_\_\_

Attention: Mohsin Issa / Michael Hughes

**EXECUTED as a DEED by  
EG MIDCO 1 LIMITED**

acting by

Mohsin Issa )



as Director

acting by

\_\_\_\_\_) )

\_\_\_\_\_  
as Director

Notice Details

Address: Waterside Head Office,  
Haslingden Road,  
Guide, Blackburn,  
Lancashire,  
United Kingdom,  
BB1 2FA

Email:



Attention: Mohsin Issa / Michael Hughes

**EXECUTED** as a **DEED** by  
**EG MIDCO 1 LIMITED**

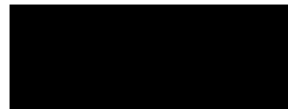
acting by

\_\_\_\_\_)  
\_\_\_\_\_)

\_\_\_\_\_  
as Director

acting by

Gary Lindsay \_\_\_\_\_)



\_\_\_\_\_  
as Director

Notice Details

Address:      Waterside Head Office,  
                    Haslingden Road,  
                    Guide, Blackburn,  
                    Lancashire,  
                    United Kingdom,  
                    BB1 2FA

Email:         

Attention:     Mohsin Issa / Michael Hughes

**EXECUTED** as a **DEED** by  
**EG FINCO LIMITED**

acting by

Mohsin Issa )



as Director

acting by

\_\_\_\_\_) )

\_\_\_\_\_  
as Director

Notice Details

Address: Waterside Head Office,  
Haslingden Road,  
Guide, Blackburn,  
Lancashire,  
United Kingdom,  
BB1 2FA

Email:



Attention: Mohsin Issa / Michael Hughes

**EXECUTED** as a **DEED** by  
**EG FINCO LIMITED**

acting by

\_\_\_\_\_)  
\_\_\_\_\_)

\_\_\_\_\_  
as Director

acting by

Zuber Issa \_\_\_\_\_)



\_\_\_\_\_  
as Director

Notice Details

Address:      Waterside Head Office,  
                    Haslingden Road,  
                    Guide, Blackburn,  
                    Lancashire,  
                    United Kingdom,  
                    BB1 2FA

Email:            \_\_\_\_\_

Attention:      Mohsin Issa / Michael Hughes

**EXECUTED** as a **DEED** by  
**EURO GARAGES LIMITED**

acting by

Mohsin Issa )



as Director

acting by

\_\_\_\_\_) )

\_\_\_\_\_  
as Director

Notice Details

Address: Waterside Head Office,  
Haslingden Road,  
Guide, Blackburn,  
Lancashire,  
United Kingdom,  
BB1 2FA

Email:



Attention: Mohsin Issa / Michael Hughes

**EXECUTED as a DEED by  
EURO GARAGES LIMITED**

acting by

\_\_\_\_\_)  
\_\_\_\_\_)

\_\_\_\_\_  
as Director

acting by

Zuber Issa \_\_\_\_\_)

\_\_\_\_\_  
  
\_\_\_\_\_  
as Director

Notice Details

Address: Waterside Head Office,  
Haslingden Road,  
Guide, Blackburn,  
Lancashire,  
United Kingdom,  
BB1 2FA


Email: 

Attention: Mohsin Issa / Michael Hughes

**EXECUTED** as a **DEED** by  
**EURO GARAGES (JERSEY) LIMITED**

acting by

Mohsin Issa )

  
\_\_\_\_\_  
Authorised Signatory

Notice Details

Address: Waterside Head Office,  
Haslingden Road,  
Guide, Blackburn,  
Lancashire,  
United Kingdom,  
BB1 2FA

Email: 

Attention: Mohsin Issa / Michael Hughes



**EXECUTED** as a **DEED** by  
**EG GLOBAL FINANCE PLC**

acting by

Mohsin Issa )

  
as Director

acting by

)  
)  
  
as Director

Notice Details

Address: Waterside Head Office,  
Haslingden Road,  
Guide, Blackburn,  
Lancashire,  
United Kingdom,  
BB1 2FA

Email:

Attention: Mohsin Issa / Michael Hughes

**EXECUTED** as a **DEED** by  
**EG GLOBAL FINANCE PLC**

acting by

\_\_\_\_\_)  
\_\_\_\_\_)

\_\_\_\_\_  
as Director

acting by

Zuber Issa \_\_\_\_\_)

\_\_\_\_\_  
as Director

Notice Details

Address: Waterside Head Office,  
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Lancashire,  
United Kingdom,  
BB1 2FA

Email:

\_\_\_\_\_

Attention: Mohsin Issa / Michael Hughes

**EXECUTED** as a **DEED** by  
**EG ASIAPAC LTD**

acting by

Mohsin Issa )

  
as Director

acting by

)  
)  
  
\_\_\_\_\_  
as Director

Notice Details

Address: Waterside Head Office,  
Haslingden Road,  
Guide, Blackburn,  
Lancashire,  
United Kingdom,  
BB1 2FA

Email:

Attention: Mohsin Issa / Michael Hughes

**EXECUTED** as a **DEED** by  
**EG ASIAPAC LTD**

acting by

\_\_\_\_\_)  
)

\_\_\_\_\_  
as Director

acting by

Zuber Issa \_\_\_\_\_)

\_\_\_\_\_  
as Director

Notice Details

Address:      Waterside Head Office,  
                    Haslingden Road,  
                    Guide, Blackburn,  
                    Lancashire,  
                    United Kingdom,  
                    BB1 2FA

Email:         

Attention:      Mohsin Issa / Michael Hughes

**The Security Agent**

SIGNED by  
**BARCLAYS BANK PLC**

acting by

\_\_\_\_\_ )



Shane Dempsey  
Assistant Vice President

\_\_\_\_\_  
an Authorised Signatory

Notice Details

Attention: Head of Client Management

Email: Loans.Agency@Barclays.com

Address: 1 Churchill place, London E14 5HP