



Registration of a Charge

Company Name: **CHAMPNEYS MARINE LIMITED**

Company Number: **11095894**



Received for filing in Electronic Format on the: **23/05/2022**

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Details of Charge

Date of creation: **20/05/2022**

Charge code: **1109 5894 0005**

Persons entitled: **SOLUTUS ADVISORS LIMITED AS SECURITY TRUSTEE FOR THE 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: **BIRD & BIRD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11095894

Charge code: 1109 5894 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th May 2022 and created by CHAMPNEYS MARINE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd May 2022 .

Given at Companies House, Cardiff on 25th May 2022

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



Companies House



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

Date: 20 May 2022

(1) CHAMPNEYS HENLOW LIMITED
(2) THE COMPANIES LISTED IN PART 1 OF SCHEDULE 1
as Chargors
and
(3) SOLUTUS ADVISORS LIMITED
as Security Agent

SECURITY AGREEMENT

We hereby certify that, save for material redacted pursuant to s859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Bird & Bird LLP

12 New Fetter Lane, London EC4A 1JP

22 May 2022

Bird & Bird

Bird & Bird LLP, 12 New Fetter Lane, London EC4A 1JP, United Kingdom
T: +44 (0)20 7415 6000 | www.twobirds.com

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Plan to Champneys Henlow Grange

THIS DEED is made the 20 day of

May 2022

BETWEEN

- (1) **CHAMPNEYS HENLOW LIMITED**, a limited company incorporated in England and Wales with registration number 01297142 and having its registered office at Palladium House, 1/4 Argyll Street, London W1F 7LD (the "**Borrower**");
- (2) **THE COMPANIES LISTED IN PART 1 OF SCHEDULE 1** (together with the Borrower, the "**Chargors**", each a "**Chargor**"); and
- (3) **SOLUTUS ADVISORS LIMITED** (the "**Security Agent**") as security trustee for the Secured Parties (as defined in the Facility Agreement defined below).

BACKGROUND

- (A) The Chargors enter into this Deed in connection with the Facility Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Account" means any account in England and Wales in the name of a Chargor with any person, and includes any other account in England and Wales which is a successor to that account on any renumbering or re-designation of accounts;

"Act" means the Law of Property Act 1925;

"Construction Documents" has the meaning given to that term in the Facility Agreement;

"Facility Agreement" means the Facility Agreement dated on or around the date of this Deed between (among others) the Chargors and the Security Agent (as amended, restated or novated from time to time);

"Intellectual Property" means:

- (a) the registered trademarks described in Schedule 4 (Registered trademarks);
- (b) any patents, trade marks (excluding the registered trade marks described in paragraph (a) above), service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, confidential knowhow and any other associated or similar intellectual property rights and interests anywhere in the world (which may now or in the future subsist), and in each case whether registered or unregistered; and

- (c) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same) (which may now or in the future subsist);

"Investments" means:

- (d) all shares in any Obligor (other than itself) owned by a Chargor or held by any nominee or trustee on its behalf (including the Subsidiary Shares); and
- (e) all other shares, stocks, debentures, bonds or other securities or investments owned by a Chargor or held by any nominee or trustee on its behalf;

"Mortgaged Property" means all freehold or leasehold property included in the definition of Security Asset;

"Party" means a party to this Deed;

"Receiver" means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed;

"Relevant Contract" means:

- (a) each Lease Document;
- (b) any guarantee of rental income contained in, or relating to, any Occupational Lease;
- (c) each Key Agreement;
- (d) each document evidencing any Subordinated Debt; and
- (e) any other document to which a Chargor is a party designated as such by the Security Agent and the Borrower;

"Scottish Assets" means all and any property, undertaking and/or assets (past, present or future) of a Chargor located in Scotland and/or otherwise governed by Scots law;

"Scottish Shares Pledge" has the meaning given to that term in the Facility Agreement;

"Security Asset" means any asset of a Chargor which is, or is expressed to be, subject to any Security created by this Deed;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document, except for any obligation which, if it were so included, would result in this Deed contravening section 678 or 679 of the Companies Act 2006;

"Security Period" means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

"Subsidiary Shares" means, in respect of a Chargor, all shares present and future held by it in its Subsidiaries (including those listed in Schedule 2 (Subsidiary Shares)).

1.2 Construction

- 1.2.1 Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- 1.2.2 The provisions of Clause 1.2 (Construction) and Clause 1.5 (Scottish Terms) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- 1.2.3 Unless a contrary indication appears, a reference in this Deed to:
- (a) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (b) any **rights** in respect of an asset includes:
 - (i) all amounts and proceeds paid or payable;
 - (ii) all rights to make any demand or claim; and
 - (iii) all powers, remedies, causes of action, security, guarantees and indemnities,in each case in respect of or derived from that asset;
 - (c) any share, stock, debenture, bond or other security or investment includes:
 - (i) any dividend, interest or other distribution paid or payable;
 - (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,in each case in respect of that share, stock, debenture, bond or other security or investment; and
 - (d) the term **this Security** means any Security created by this Deed.
- 1.2.4 Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- 1.2.5 The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- 1.2.6 If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.2.7 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.
- 1.2.8 Any reference in this Deed to the Security Agent providing approval or making a request, or to an item or a person being acceptable to, satisfactory to, to the satisfaction of, or approved by the Security Agent, is to be construed, unless otherwise specified, as a reference to the Security Agent taking such action, or refraining from acting, on the instructions of the Majority Lenders, and a reference in this Deed to:
- (a) the Security Agent acting reasonably;
 - (b) a matter being in the reasonable opinion of the Security Agent;
 - (c) the Security Agent's approval or consent not being unreasonably withheld or delayed; or
 - (d) any document, report, confirmation or evidence being required to be reasonably satisfactory to the Security Agent,

is to be construed, unless otherwise specified in this Deed, as the Security Agent acting on the instructions of the Majority Lenders (and the Majority Lenders hereby agree to act reasonably in circumstances where the Security Agent would otherwise be required to act reasonably if this Clause 1.2.8 did not apply). Where the Security Agent is obliged to consult under the terms of this Deed, unless otherwise specified, the Majority Lenders must instruct the Security Agent to consult in accordance with the terms of this Deed and the Security Agent must carry out that consultation in accordance with the instructions it receives from the Majority Lenders.

1.3 Third party rights

- 1.3.1 Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- 1.3.2 Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- 1.3.3 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Clause 1.3.2 above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- 2.1.1 The Chargors must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

- 2.1.2 All the security created under this Deed:
- (a) is created in favour of the Security Agent;
 - (b) is created over present and future assets of each Chargor;
 - (c) is security for the payment of all the Secured Liabilities; and
 - (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 2.1.3 If the rights of a Chargor under a Security Asset cannot be secured by the first Utilisation Date without third party consent:
- (a) that Chargor must notify the Security Agent promptly;
 - (b) this Security will constitute security over all proceeds and other amounts which that Chargor may receive, or has received, under the relevant Security Asset but will exclude that Chargor's other rights under that Security Asset; and
 - (c) that Chargor must use its reasonable endeavours to obtain the required consent.
- 2.1.4 If a Chargor obtains the required consent pursuant to Clause 2.1.3(c):
- (a) that Chargor must notify the Security Agent promptly; and
 - (b) all of that Chargor's rights under that Security Asset will immediately be secured in accordance with this Deed.
- 2.1.5 The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.2 Land

- 2.2.1 Each Chargor charges:
- (a) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, this includes the real property (if any) specified in Schedule 3 (Real Property); and
 - (b) (to the extent that they are not the subject of a mortgage under Clause 2.2.1(a) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- 2.2.2 A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:
- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property (other than those belonging to any third party tenant or occupier of the relevant property); and

- (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

2.3.1 Each Chargor:

- (a) mortgages by way of a first legal mortgage all shares in any Obligor (other than itself) owned by it or held by any nominee or trustee on its behalf (including the Subsidiary Shares); and
- (b) (to the extent that they are not the subject of a mortgage under Clause 2.3.1(a) above) charges by way of a first fixed charge its interest in all its Investments.

2.4 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (Land), each Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession.

2.5 Credit balances

- 2.5.1 Each Chargor charges by way of a first fixed charge all of its rights in respect of any Account other than the General Account, any amount standing to the credit of any Account other than the General Account and the debt represented by it.
- 2.5.2 Each Chargor charges by way of a first fixed charge all of its rights in respect of the General Account, any amount standing to the credit of the General Account and the debt represented by it.
- 2.5.3 Each Chargor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in Clauses 2.5.1 and 2.5.2 above, any amount standing to the credit of any such account and the debt represented by it.

2.6 Book debts etc.

Each Chargor charges by way of a first fixed charge:

- 2.6.1 all of its Subordinated Debt;
- 2.6.2 all of its book and other debts;
- 2.6.3 all other moneys due and owing to it; and
- 2.6.4 the benefit of all rights in relation to any item under Clauses 2.6.1 to 2.6.3 above.

2.7 Insurances

- 2.7.1 Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken

out by it or on its behalf or in which it has an interest (together, the **Insurance Rights**), to the extent permitted under the relevant insurance contract or policy.

- 2.7.2 To the extent that they have not been effectively assigned under Clause 2.7.1 above, each Chargor charges by way of a first fixed charge all of its Insurance Rights.

2.8 Other contracts

- 2.8.1 Each Chargor:

- (a) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - (i) under each Lease Document;
 - (ii) under each Construction Document;
 - (iii) in respect of all Operating Revenue;
 - (iv) under any guarantee of Operating Revenue contained in or relating to any Lease Document;
 - (v) under each Relevant Contract; and
 - (vi) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
- (b) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.

- 2.8.2 To the extent that they have not been effectively assigned under Clause 2.8.1(a)(i) above, each Chargor charges by way of a first fixed charge all of its rights listed under Clause 2.8.1(a)(i) above.

2.9 Miscellaneous

Each Chargor charges by way of first fixed charge:

- 2.9.1 all its Intellectual Property;
- 2.9.2 its goodwill;
- 2.9.3 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- 2.9.4 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in Clause 2.9.3 above;
- 2.9.5 its uncalled capital; and

- 2.9.6 the benefit of all rights in relation to any item under Clauses 2.9.1 to 2.9.5 above.

2.10 Floating charge

- 2.10.1 Each Chargor charges by way of a first floating charge:
- (a) all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2; and
 - (b) all of its Scottish Assets whether or not so effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.
- 2.10.2 Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by this Clause 2.10 (Floating charge) into a fixed charge as regards any of the Chargor's assets specified in that notice if:
- (a) an Event of Default is continuing; or
 - (b) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- 2.10.3 The floating charge created by this Clause 2.10 (Floating charge) may not be converted into a fixed charge solely by reason of:
- (a) the obtaining of a moratorium; or
 - (b) anything done with a view to obtaining a moratorium,
- under section 1A of the Insolvency Act 1986.
- 2.10.4 The floating charge created by this Clause 2.10 (Floating charge) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.
- 2.10.5 The floating charge created by this Clause 2.10 (Floating charge) is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- 2.10.6 Clause 2.10.2 and Clause 2.10.4 will not apply to Scottish Assets nor the extent that a receiver would not be capable of exercising their powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such conversion by notice or automatic conversion.

3. RESTRICTIONS ON DEALINGS

3.1 Security

Except as expressly allowed under the Facility Agreement or this Deed, the Chargors must not create or permit to subsist any Security on any Security Asset.

3.2 Disposals

Except as expressly allowed under the Facility Agreement or this Deed, the Chargors must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

3.3 Ranking

Subject to Section 464(2) of the Companies Act 1985, the floating charge created pursuant to this Deed shall rank in priority to any Security created by any Chargor after its execution of this Deed except any fixed security in favour of the Security Agent.

4. LAND

4.1 Notices to tenants

4.1.1 Each Chargor must:

- (a) serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (Forms of Letter for Occupational Tenants), on each tenant of the Mortgaged Property, such notice to be served:
 - (i) on the date of this Deed for all tenants in place on that date; and
 - (ii) for any new tenant, promptly upon such tenant entering into a Lease Document; and
- (b) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (Forms of Letter for Occupational Tenants).

4.2 Acquisitions

If a Chargor acquires any freehold or leasehold property in England and Wales in accordance with the Facility Agreement after the date of this Deed it must:

4.2.1 notify the Security Agent immediately;

4.2.2 immediately on request by the Security Agent and at the cost of the Chargor, execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent in any form which the Security Agent may require; and

4.2.3

- (a) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Security; and
- (b) if applicable, ensure that this Security is correctly noted against that title in the title register at the Land Registry.

4.3 Land Registry

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Solutus Advisors Limited referred to in the charges register or their conveyancer. (Standard Form P)".

4.4 Deposit of title deeds

Each Chargor must immediately:

- 4.4.1 deposit with the Security Agent all deeds and documents necessary to show good and marketable title to any property referred to in Clause 4.2 (Acquisitions) (the **Title Documents**);
- 4.4.2 procure that the Title Documents are held at the applicable Land Registry to the order of the Security Agent; or
- 4.4.3 procure that the Title Documents are held to the order of the Agent by a firm of solicitors approved by the Security Agent for that purpose.

5. INVESTMENTS

5.1 Deposit

Each Chargor must immediately:

- 5.1.1 deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and
- 5.1.2 execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

5.2 Calls

- 5.2.1 Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments in accordance with the Facility Agreement.
- 5.2.2 If a Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any of its Investments on behalf of that Chargor. The Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this Clause 5.2 (Calls).

5.3 Other obligations in respect of Investments

- 5.3.1 Each Chargor must promptly send a copy to the Security Agent of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the

Security Agent may elect to provide such information as it may have on behalf of the Chargor.

5.3.2 The Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.

5.3.3 The Security Agent is not obliged to:

- (a) perform any obligation of the Chargors;
- (b) make any payment;
- (c) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargors; or
- (d) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any of its Investments.

5.4 Voting rights

5.4.1 Before this Security becomes enforceable:

- (a) the voting rights, powers and other rights in respect of a Chargor's Investments will be exercised:
 - (i) by the Chargor; or
 - (ii) if exercisable by the Security Agent, in any manner which the Chargor may direct the Security Agent in writing; and
- (b) all dividends, distributions or other income paid or payable in relation to any of its Investments in accordance with the Facility Agreement must be paid into the General Account.

5.4.2 Each Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of any of the Chargor's Investments as permitted by this Deed on the direction of a Chargor.

5.4.3 After this Security has become enforceable, the Security Agent may exercise (in the name of any Chargor and without any further consent or authority on the part of the Chargors) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

5.5 Scottish Shares

This Clause 5 does not apply to the shares which are the subject of the Scottish Shares Pledge.

6. ACCOUNTS

6.1 General

In this Clause 6 **Account Bank** means a person with whom an Account is maintained under the Facility Agreement.

6.2 Book debts and receipts

6.2.1 Each Chargor must get in and realise its:

- (a) Operating Revenue;
- (b) any other amounts due from tenants or any other occupiers of the Mortgaged Property; and
- (c) book and other debts and other moneys due and owing to it,

in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account if required in accordance with Clause 6.2.2 below) on trust for the Security Agent.

6.2.2 Each Chargor must, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into an Account in accordance with the Facility Agreement.

6.3 Notices of charge

6.3.1 Each Chargor must:

- (a) immediately serve a notice of charge, substantially in the form of Part 1 of Schedule 6 (Forms of Letter for Account Bank), on each Account Bank; and
- (b) use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 6 (Forms of Letter for Account Bank).

7. INSURANCES

Each Chargor must:

- 7.1.1 immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 7 (Forms of Letter for Insurers), on each counterparty to an Insurance; and
- 7.1.2 use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 7 (Forms of Letter for Insurers).

8. OTHER CONTRACTS

Each Chargor must, at the request of the Security Agent:

- 8.1.1 immediately serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 8 (Forms of Letter for Other

Contracts), on each counterparty to a contract listed in Clause 2.8 (Other contracts); and

- 8.1.2 use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 8 (Forms of Letter for Other Contracts).

9. WHEN SECURITY BECOMES ENFORCEABLE

9.1 Event of Default

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

9.2 Discretion

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

9.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

10. ENFORCEMENT OF SECURITY

10.1 General

- 10.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- 10.1.2 Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- 10.1.3 The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

10.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

10.3 Privileges

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

10.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his/her agents will be concerned to enquire:

- 10.4.1 whether the Secured Liabilities have become payable;
- 10.4.2 whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- 10.4.3 whether any money remains due under the Finance Documents; or
- 10.4.4 how any money paid to the Security Agent or to that Receiver is to be applied.

10.5 Redemption of prior mortgages

- 10.5.1 At any time after this Security has become enforceable, the Security Agent may:
 - (a) redeem any prior Security against any Security Asset; and/or
 - (b) procure the transfer of that Security to itself; and/or
 - (c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargors.
- 10.5.2 The Chargors must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

10.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

10.7 Financial collateral

- 10.7.1 To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of any Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- 10.7.2 Where any financial collateral is appropriated:
 - (a) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or

- (b) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and each Finance Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

11. RECEIVER

11.1 Appointment of Receiver

11.1.1 Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:

- (a) this Security has become enforceable; or
- (b) the Chargors so request to the Security Agent at any time.

11.1.2 Any appointment under Clause 11.1.1 above may be by deed, under seal or in writing under its hand.

11.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.

11.1.4 The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.

11.1.5 The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

11.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

11.4 Agent of the Chargor

11.4.1 A Receiver will be deemed to be the agent of the Chargors for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargors alone are responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

- 11.4.2 No Secured Party will incur any liability (either to any Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

11.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

12. POWERS OF RECEIVER

12.1 General

- 12.1.1 A Receiver has all of the rights, powers and discretions set out below in this Clause 12 in addition to those conferred on it by any law. This includes:

- (a) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
- (b) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.

- 12.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

12.2 Possession

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

12.3 Carry on business

A Receiver may carry on any business of a Chargor in any manner he/she thinks fit.

12.4 Employees

- 12.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.

- 12.4.2 A Receiver may discharge any person appointed by a Chargor.

12.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

12.6 Sale of assets

- 12.6.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.
- 12.6.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.
- 12.6.3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of a Chargor.

12.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

12.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset.

12.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

12.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

12.11 Subsidiaries

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset.

12.12 Delegation

A Receiver may delegate his/her powers in accordance with this Deed.

12.13 Lending

A Receiver may lend money or advance credit to any person.

12.14 Protection of assets

A Receiver may:

- 12.14.1 effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;

- 12.14.2 commence and/or complete any building operation; and
- 12.14.3 apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

12.15 Other powers

A Receiver may:

- 12.15.1 do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- 12.15.2 exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- 12.15.3 use the name of any Chargor for any of the above purposes.

13. APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and applied in accordance with the Facility Agreement. This Clause 13:

- 13.1.1 is subject to the payment of any claims having priority over this Security; and
- 13.1.2 does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

14. EXPENSES AND INDEMNITY

The Chargors must:

- 14.1.1 Within five Business Days of demand pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and
- 14.1.2 keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

15. DELEGATION

15.1 Power of Attorney

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

15.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

15.3 Liability

Neither the Security Agent nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

16. FURTHER ASSURANCES

16.1.1 Each Chargor must promptly, at its own expense, take whatever action the Security Agent or a Receiver may reasonably require for creating, perfecting or protecting any security over any Security Asset.

16.1.2 Each Chargor must promptly, at its own expense, take whatever action the Security Agent or a Receiver may require for facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

16.1.3 The action that may be required under Clauses 16.1.1 and 16.1.2 above includes:

- (a) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
- (b) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may consider necessary.

17. POWER OF ATTORNEY

17.1 Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 17.

17.2 The power of attorney at Clause 17.1 shall only be invoked following the occurrence of an Event of Default which is continuing or if a Chargor has failed to carry out its obligations in accordance with the terms of this Deed.

18. MISCELLANEOUS

18.1 Continuing Security

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

18.2 Tacking

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

18.3 New Accounts

18.3.1 If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with any Chargor.

18.3.2 If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.

18.3.3 As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

18.4 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account a Chargor has with any Secured Party within the Security Period when:

18.4.1 this Security has become enforceable; and

18.4.2 no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

18.5 Notice to Chargor

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by the Chargor to any Transaction Obligor and contained in any other Security Document.

19. RELEASE

At the end of the Security Period, the Finance Parties must, at the request and cost of the Chargors, take whatever action is necessary to release the Chargors' Security Assets from this Security.

20. COUNTERPARTS

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

21. GOVERNING LAW

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

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

Schedule 1

The Chargors

Name	Jurisdiction of Incorporation	Registered Number
Champneys Springs Limited	England & Wales	02467338
Fitness and Leisure Holdings Limited	England & Wales	02911543
Champneys Forest Mere Limited	England & Wales	03047435
Champneys Eastwell Ltd	England & Wales	10415295
Champneys Marine Limited	England & Wales	11095894
Champneys MH Holdings Limited	Isle of Man	015117V
Champneys MH Property Limited	Isle of Man	015118V
Mottram Hall Limited	England & Wales	02288402
Champneys Mottram Hall Limited	England & Wales	10922155
Maplesudden Limited	Scotland	SC138475
Champneys Tring Limited	England & Wales	00474937
The Champneys International College Limited	England & Wales	03636116

Schedule 2

Subsidiary Shares

Chargor	Name and registered number of Subsidiary	Number and class of shares
Champneys Henlow Limited	Fitness and Leisure Holdings Limited (Company number 02911543)	19,472,000 ordinary shares
Champneys Henlow Limited	Champneys Springs Limited (Company number 02467338)	99 ordinary shares
Champneys Henlow Limited	Inglewood Health Farm Limited (Company number 04256243)	1,000 ordinary shares
Champneys Henlow Limited	Champneys Forest Mere Limited (Company number 03047435)	1,000 ordinary shares
		3,000,000 preference shares
Champneys Henlow Limited	Champneys Eastwell Ltd (Company number 10415295)	98 ordinary shares
Champneys Henlow Limited	Champneys Marine Limited (Company number 11095894)	98 ordinary shares
Maplesudden Limited	Champneys at Tring Limited (Company number 02768796)	2 ordinary shares
Maplesudden Limited	Champneys Tring Limited (Company number 00474937)	140,790,000 ordinary shares
Champneys MH Holdings Limited	Champneys Mottram Hall Limited (Company number 10922155)	1 ordinary share
Champneys MH Property Limited	Mottram Hall Limited (Company number 02288402)	1 ordinary share

Schedule 3

Real Property

Owner	Description (Property Definition)	Title Number
Champneys Tring Limited	Champneys Tring located at Chesham Road, Winnington, Hertfordshire HP23 6HX	HD358492
Champneys Forest Mere Limited	Champneys Forest Mere located at Portsmouth Road, Liphook, Hampshire GU30 7JQ	SX51682, SX91951 and WSX111547
Champneys Springs Limited	Champneys Springs located at Gallows Lane, Packington, Ashby de la Zouch, Leicestershire DE12 7HD	LT223964 and LT223965
Champneys Henlow Limited	Champneys Henlow Grange located at Coach Road, Henlow, Bedfordshire SG16 6BT	BD167974 and BD173449 and all right, title and interest in the land shown edged and numbered 4 in blue on the plan at Schedule 9
Champneys Henlow Limited	8 Oak Drive, Henlow, Leicestershire SG16 6BX	BD162608
Champneys Henlow Limited	10 Oak Drive, Henlow, Leicestershire SG16 6BX	BD162039
Champneys Springs Limited	16 Iveagh Close, Measham, Swadlincote, Leicestershire DE12 7JL	LT136934
Champneys Eastwell Ltd	Eastwell Manor, Eastwell Park, Boughton, Aluph, Ashford TN25 4HR	TT58679
Champneys MH Property Limited	Mottram Hall, Wilmslow Road, Mottram St. Andrew, Macclesfield SK10 4OT	CH664245
Champneys Mottram Hall Limited	Mottram Hall, Wilmslow Road, Mottram St. Andrew, Macclesfield SK10 4QT	CH666886


Bird & Bird LLP

Bird & Bird LLP

Schedule 4

Registered trademarks

Mark	Territory	Status	Classes	Application Date	Registration No.	Registered Proprietor
CHAMPNEYS	United Kingdom	Registered	42	01.10.1986	UK00001277594	Champneys Tring Limited
CHAMPNEYS	United Kingdom	Registered	03 30 32	02.05.1989	UK00001382369	Champneys Tring Limited
CHAMPNEYS	United Kingdom	Registered	03 09 16 18 25 29 30 32 41 42	18.07.1996	UK00900331165	Champneys Tring Limited
CHAMPNEYS (word mark)	United Kingdom	Registered	05 11 20 21 28	24.11.2004	UK00904133691	Champneys Henlow Limited
CHAMPNEYS SPA PIONEERS	United Kingdom	Registered	03 05 35 43 44	26.01.2017	UK00003208866	Champneys Henlow Limited
MOTTRAM HALL (word mark)	United Kingdom	Registered	39 41 43 44 45	09.06.2011	UK00910033405	Champneys Mottram Hall Limited
MOTTRAM HALL (word mark)	European Union	Registered	39 41 43 44 45	09.06.2011	010033405	Champneys Mottram Hall Limited
CHAMPNEYS (word mark)	European Union	Registered	05 11 20 21 28	24.11.2004	004133691	Champneys Henlow Limited
CHAMPNEYS	European Union	Registered	03 09 16 18 25 29 30 32 41 42	18.07.1996	000331165	Champneys Tring Limited
CHAMPNEYS (word mark)	China	Registered	03	02.11.2012	11688363	Champneys Henlow Limited

CHAMPNEYS (word mark)	China	Registered	05	02.11.2012	11688362	Champneys Henlow Limited
CHAMPNEYS (word mark)	China	Registered	41	02.11.2012	11688361	Champneys Henlow Limited
CHAMPNEYS (word mark)	China	Registered	43	02.11.2012	11688360	Champneys Henlow Limited
CHAMPNEYS (word mark)	China	Registered	44	02.11.2012	11688359	Champneys Henlow Limited
CHAMPNEYS / Champneys / champneys / CHAMPNEYS (Series of 4) CHAMPNEYS	Hong Kong	Registered	03 05 41 43 44	19.10.2012	302409895	Champneys Henlow Limited
CHAMPNEYS	Malaysia	Registered	03	19.10.2012	2012058297	Champneys Henlow Limited
CHAMPNEYS	Malaysia	Registered	05	19.10.2012	2012058299	Champneys Henlow Limited
CHAMPNEYS (word mark)	Malaysia	Registered	41	19.10.2012	2012058301	Champneys Henlow Limited
CHAMPNEYS	Malaysia	Registered	43	19.10.2012	2012058303	Champneys Henlow Limited
CHAMPNEYS (word mark)	Malaysia	Registered	44	19.10.2012	2012058307	Champneys Henlow Limited
CHAMPNEYS (word mark)	Singapore	Registered	03 05 41 43 44	07.02.2013	T1302193F	Champneys Henlow Limited
	Singapore	Registered	03 05 41 43 44	07.02.2013	T1302195B	Champneys Henlow Limited

CHAMPNEYS	Thailand	Registered	03	30.10.2012	Kor409085	Champneys Henlow Limited
CHAMPNEYS	Thailand	Registered	05	30.10.2012	Kor388007	Champneys Henlow Limited
CHAMPNEYS (word mark)	Thailand	Registered	41	30.10.2012	Bor67630	Champneys Henlow Limited
CHAMPNEYS	Thailand	Registered	43	30.10.2012	Bor65198	Champneys Henlow Limited
CHAMPNEYS (word mark)	Thailand	Registered	44	30.10.2012	Bor69685	Champneys Henlow Limited
CHAMPNEYS (word mark)	United Arab Emirates	Registered	03	24.10.2012	181132	Champneys Henlow Limited
CHAMPNEYS (word mark)	United Arab Emirates	Registered	05	24.10.2012	181133	Champneys Henlow Limited
CHAMPNEYS (word mark)	United Arab Emirates	Registered	41	24.10.2012	181134	Champneys Henlow Limited
CHAMPNEYS (word mark)	United Arab Emirates	Registered	43	24.10.2012	181135	Champneys Henlow Limited
CHAMPNEYS (word mark)	United Arab Emirates	Registered	44	24.10.2012	181136	Champneys Henlow Limited
CHAMPNEYS	United States of America	Registered	03	27.06.2016	5389193	Champneys Tring Limited

Schedule 5

Forms of Letter for Occupational Tenants

Part 1

Notice to Occupational Tenant

To: [Occupational tenant]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

Re: [Property address]

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

We refer to the lease dated [] and made between [] and [] (the **Lease**).

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption) to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights under the Lease.

We confirm that:

- (a) we will remain liable under the Lease to perform all the obligations assumed by us under the Lease; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease.

We will also remain entitled to exercise all our rights, powers and discretions under the Lease, and you should continue to give notices under the Lease to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all notices must be given to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to pay all rent and all other moneys payable by you under the Lease to our account [with the Security Agent] at [], Account No. [], Sort Code [] (the **Rent Account**).

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)
[Chargor]

Part 2

Acknowledgement of Occupational Tenant

To: [Security Agent] (as Security Agent)

Attention: []

[Date]

Dear Sirs,

Re: [Property address]

Security Agreement dated [] between [Chargor] and [Security Agent] (the Security Agreement)

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] (the **Notice**) in relation to the Lease (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received any notice of any prior security over the Lease or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease;
- (c) must pay all rent and all other moneys payable by us under the Lease into the Rent Account (as defined in the Notice); and
- (d) must continue to pay those moneys into the Rent Account (as defined in the Notice) until we receive your written instructions to the contrary.

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

Yours faithfully,

.....
For
[Occupational tenant]

Schedule 6

Forms of Letter for Account Bank

Part 1

Notice to Account Bank

To: [Account Bank]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of any account, and any amount standing to the credit of any account, maintained by us with you (the **Accounts**).

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to any Account requested from you by the Security Agent;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent;
- (c) hold all sums standing to the credit of any Account to the order of the Security Agent; and
- (d) in respect of any Account other than our account with [] (account number [], sort code []) (the **General Account**), pay or release any sum standing to the credit of any such Account in accordance with the written instructions of the Security Agent.

We are not permitted to withdraw any amount from any Account other than the General Account without the prior written consent of the Security Agent.

In respect of the General Account, we are permitted to withdraw any amount from the General Account for any purpose unless and until you receive a notice from the Security Agent to the contrary stating that we are no longer permitted to withdraw any amount from the General Account without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the General Account without the prior written consent of the Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)
[Chargor]

Part 2

Acknowledgement of Account Bank

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

Security Agreement dated [] between [Chargor] and [Security Agent] (the Security Agreement)

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] (the **Notice**) of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us (the **Accounts**).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, any Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account;
- (d) will not permit any amount to be withdrawn from any Account other than the General Account (as defined in the Notice) without your prior written consent; and
- (e) will comply with any notice we may receive from the Security Agent in respect of the General Account.

The Accounts maintained with us are:

[Specify accounts and account numbers]

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

Yours faithfully,

.....
(Authorised signatory)
[Account Bank]

Schedule 7

Forms of Letter for Insurers

Part 1

Notice to Insurer

To: [Insurer]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption, to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of [insert details of contract of insurance] (the **Insurance**).

We confirm that:

- (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance), unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance).

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Insurance requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....
(Authorised signatory)
[Chargor]

Part 2

Acknowledgement of Insurer

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] (the **Notice**) of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract of insurance] (the **Insurance**).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
and
- (b) will give notices and make payments under the Insurance as directed in the Notice.

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

Yours faithfully,

.....
(Authorised signatory)
[Insurer]

Schedule 8

Forms of Letter for Other Contracts

Part 1

Notice to Counterparty

To: [Contract Counterparty]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have [assigned absolutely, subject to a proviso for re-assignment on redemption,]/[charged by way of a first fixed charge]¹ to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of [insert details of contract] (the **Contract**).

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

¹ Delete as applicable.

Yours faithfully,

.....
(Authorised signatory)
[Chargor]

Part 2

Acknowledgement of Counterparty

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] (the **Notice**) of [an assignment]/[fixed charge]² on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract] (the **Contract**).

We confirm that we:

- (c) accept the instructions contained in the Notice and agree to comply with the Notice;
and
- (d) will give notices and make payments under the Contract as directed in the Notice.

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

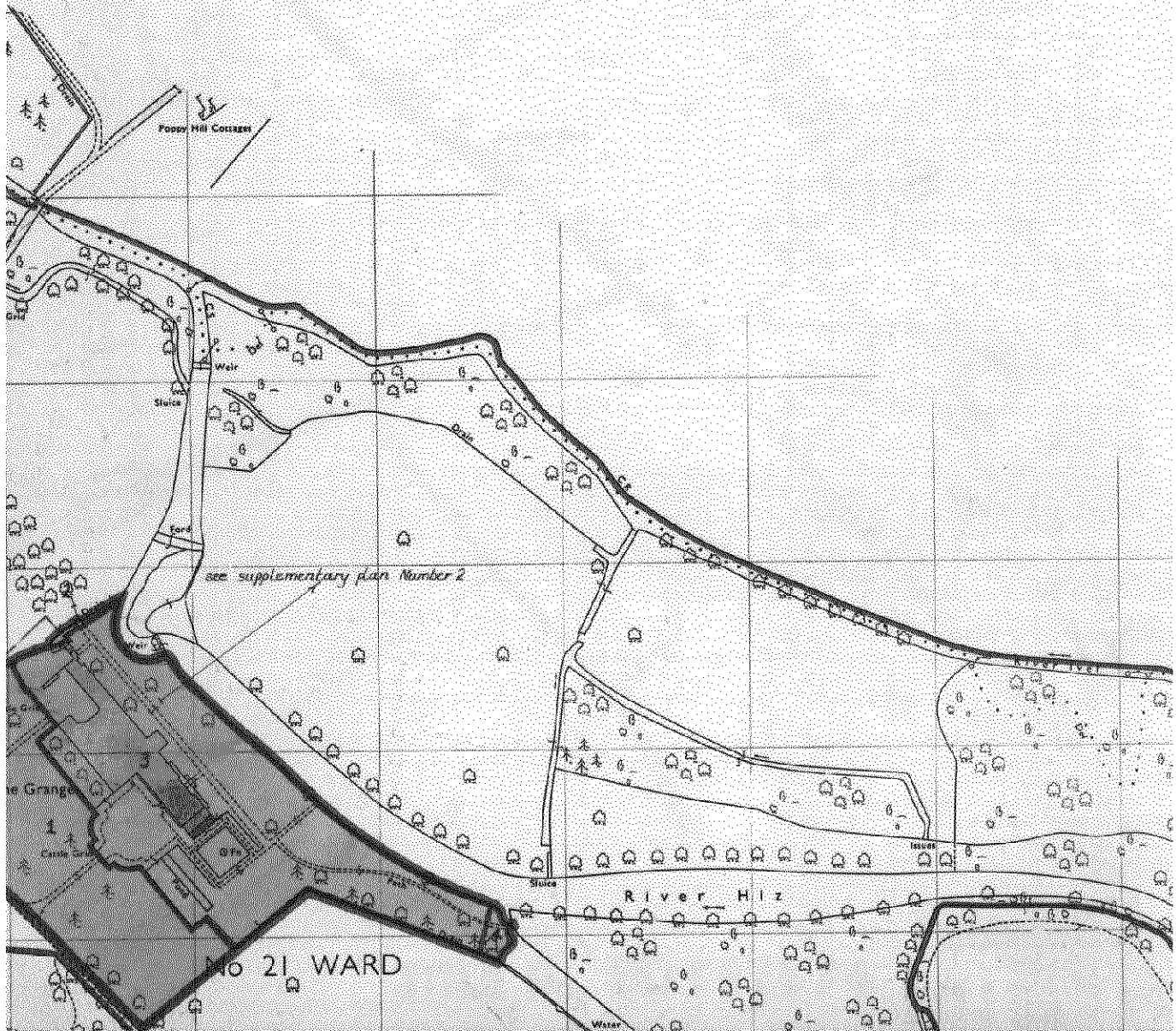
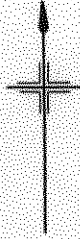
Yours faithfully,

.....
(Authorised signatory)
[Contract counterparty]

² Delete as applicable.

Schedule 9

Plan to Champneys Henlow Grange



SIGNATURES

Borrower

Executed as a deed by)
CHAMPNEYS HENLOW LIMITED)
acting by a director in the presence of:)

Director

Signature of witness

Name HELEDD JONES

Address Teacher Stern LLP - Solicitors
..... 37-41 Bedford Row
..... London WC1R 4JH
.....

Chargors

Executed as a deed by)
CHAMPNEYS SPRINGS LIMITED)
acting by a director in the presence of:)

Director

Signature of witness

Name HELEDD JONES

Address Teacher Stern LLP - Solicitors
..... 37-41 Bedford Row
..... London WC1R 4JH
.....

Executed as a deed by)
FITNESS AND LEISURE)
HOLDINGS LIMITED)
acting by a director in the presence of:)

.....
Director

.....
Signature of witness

Name HELEDD JONES.....

Address
Teacher Stern LLP - Solicitors
37-41 Bedford Row
London WC1R 4JH
.....

Executed as a deed by)
CHAMPNEYS FOREST)
MERE LIMITED)
acting by a director in the presence of:)

.....
Director

.....
Signature of witness

Name HELEDD JONES.....

Address
Teacher Stern LLP - Solicitors
37-41 Bedford Row
London WC1R 4JH
.....

Executed as a deed by)
CHAMPNEYS EASTWELL LTD)
acting by a director in the presence of:)

.....
Director

.....
Signature of witness

Name *HELEDD JONES*

Address Teacher Stern LLP - Solicitors
37-41 Bedford Row
..... London WC1R 4JH
.....

Executed as a deed by)
CHAMPNEYS MARINE LIMITED)
acting by a director in the presence of:)

.....
Director

.....
Signature of witness

Name *HELEDD JONES*

Address Teacher Stern LLP - Solicitors
37-41 Bedford Row
..... London WC1R 4JH
.....

Executed as a deed by)
MOTTRAM HALL LIMITED)
acting by a director in the presence of:)

.....
Director

.....
Signature of witness

Name HELEDD JONES

Address Teacher Stern LLP - Solicitors
37-41 Bedford Row
London WC1R 4JH
.....

EXECUTED AS A DEED on behalf of)
CHAMPNEYS MH HOLDINGS LIMITED)
a company incorporated in the Isle of Man,)
acting by its sole director, ENMYN LIMITED)
who, in accordance with the laws of that)
territory, are acting under the authority of the)
company.)

.....

Signature in the name of the company

.....

Signature of

Director of ENMYN LIMITED

.....

Signature of

Director of ENMYN LIMITED

Executed as a deed by)
MOTTRAM HALL LIMITED)
acting by a director in the presence of:) Director

.....
Signature of witness

Name

Address

.....

.....

EXECUTED AS A DEED on behalf of)
CHAMPNEYS MH HOLDINGS LIMITED)
a company incorporated in the Isle of Man,)
acting by its sole director, ENMYN LIMITED)
who, in accordance with the laws of that)
territory, are acting under the authority of the)
company.)

[Redacted Signature]

Signature in the name of the company

[Redacted Signature]

Signature of MARK LEWIN

Director of ENMYN LIMITED

[Redacted Signature]

Signature of DAWN T. YATES

Director of ENMYN LIMITED

EXECUTED AS A DEED on behalf of)
CHAMPNEYS MH PROPERTY LIMITED)
a company incorporated in the Isle of Man,)
acting by its sole director, **ENMYN**)
LIMITED,)
who, in accordance with the laws of that)
territory, are acting under the authority of the)
company.

[Redacted Signature]

Signature in the name of the company

[Redacted Signature]

Signature of **MARK LEWIN**
Director of ENMYN LIMITED

[Redacted Signature]

Signature of **DAWN Z. YATES**
Director of ENMYN LIMITED

Executed as a deed by)
CHAMPNEYS MOTTRAM)
HALL LIMITED)
acting by a director in the presence of:)

.....
Director

.....
Signature of witness

Name

Address

.....

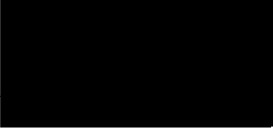
.....


EXECUTED AS A DEED on behalf of)
CHAMPNEYS MH PROPERTY LIMITED)
a company incorporated in the Isle of Man,)
acting by its sole director, **ENMYN**)
LIMITED,)
who, in accordance with the laws of that)
territory, are acting under the authority of the)
company.

..... Signature in the name of the company

..... Signature of _____
Director of ENMYN LIMITED

..... Signature of _____
Director of ENMYN LIMITED

Executed as a deed by)
CHAMPNEYS MOTTRAM)
HALL LIMITED)
acting by a director in the presence of:) Director 



.....
Signature of witness

Name HELEDD JONES

Address
Teacher Stern LLP - Solicitors
37-41 Bedford Row
London WC1R 4UN
.....

Executed as a deed by)
MAPLESUDDEN LIMITED)
acting by a director in the presence of:)

.....
Director



.....
Signature of witness

Name *HELEDD JONES*

Address Teacher Stern LLP - Solicitors
37-41 Bedford Row
..... London WC1R 4JH

Executed as a deed by)
CHAMPNEYS TRING LIMITED)
acting by a director in the presence of:)

.....
Director



.....
Signature of witness

Name *HELEDD JONES*

Address Teacher Stern LLP - Solicitors
37-41 Bedford Row
..... London WC1R 4JH

Executed as a deed by)
THE CHAMPNEYS INTERNATIONAL)
COLLEGE LIMITED)
acting by a director in the presence of:)

.....
Director


.....
Signature of witness

Name *HELEDO JONES*
Address Teacher Stern LLP Solicitors
37-41 Bedford Row
..... London WC1R 4JH
.....

Security Agent

SOLUTUS ADVISORS LIMITED

By:



TRACY
BOSHELL

.....
Authorised signatory



NEIL
FORKIN

.....
Authorised signatory

Address: Canal Mill, Botany Brow, Chorley, Lancashire, PR6 9AF

Email: saprimary@solutus.co.uk

Attention: Head of Servicing (UK)