

MR01

Particulars of a charge



630952/13

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

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Please go to www.companieshouse.gov.uk

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the
delivered outside of the 21 days it will be rejected unless it is a
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record **Do not send the original.**

SATURDAY



A17

A3EEM7GP

16/08/2014

#266

COMPANIES HOUSE

1 Company details

Company number 0 0 0 5 3 7 0 3

Company name in full THE READING FOOTBALL CLUB LIMITED

26 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 7 0 8 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name GPT UK INVESTMENT CO LTD

Name

Name

Name

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

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

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Nil

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to Section 7

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

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X David M. LLP

X

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

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Tara Bray (Ref TLB/VSB/BIL 267-1)

Company name Walker Morris LLP

Address Kings Court

12 King Street

Post town Leeds

County/Region

Postcode L S 1 2 H L

Country

DX DX 12051 Leeds 24

Telephone 0113 2832500



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

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

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

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



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 53703

Charge code: 0005 3703 0026

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th August 2014 and created by THE READING FOOTBALL CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th August 2014

DX

Given at Companies House, Cardiff on 28th August 2014



Companies House



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

DATED 7 August 2014

THE READING FOOTBALL CLUB LIMITED (1)

and

GPT UK INVESTMENT CO. LTD (2)

DEBENTURE

WALKER MORRIS LLP

Kings Court

12 King Street

LEEDS

LS1 2HL

Tel 0113 2832500

Fax 0113 2459412

Ref BIL 267-1

I/WE CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO S.859G OF THE COMPANIES ACT 2006,
THIS COPY INSTRUMENT IS A CORRECT COPY OF
THE ORIGINAL INSTRUMENT

Walker Morris LLP

WALKER MORRIS LLP

15-08-2014

THE ORIGINAL AND COPY OF THE
LETTER COPY WERE SENT TO A COURT OF
MAGISTRATES TO BE KEPT ON THE RECORD AND FOR
THE PURPOSE OF THE CONVICTION ACT 1868
AND IN THE EVENT OF THE CONVICTION ACT 1868
BEING APPLIED FOR THE CONVICTION ACT 1868

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

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THIS DEBENTURE is made on

7th

August 2014

BETWEEN

- (1) **THE READING FOOTBALL CLUB LIMITED** (Registered number 00053703) whose registered office is at Madejski Stadium, Junction 11, M4, Reading, Berkshire, RG2 0FL (the **Borrower**), and
- (2) **GPT UK INVESTMENT CO. LTD** (Registered number 09150191) whose registered office is at Number 7 (5th Floor), Old Park Lane, London W1K 1QR (the **Lender** which expression shall include its successors and assigns)

1 DEFINITIONS

Administrative Receiver means any person appointed or to be appointed by the Lender as administrative receiver pursuant to the exceptions to section 72A (1) or (2) of the Insolvency Act 1986,

Administrator means any person appointed or to be appointed by the Lender as administrator pursuant to Schedule B1 to the Insolvency Act 1986,

Authorisations means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

Book Debts means

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Borrower, and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation or proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets whatsoever in respect of the same),

Charged Property means the whole or any part of the property, assets, income and undertaking of the Borrower from time to time mortgaged, charged or assigned to the Lender under this Debenture,

Costs means all costs, charges or expenses on a full indemnity basis of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax to be charged on those costs, charges, expenses and disbursements,

Existing Security means a debenture dated 16 August 2013 granted by the Borrower in favour of Vibrac Corporation (and subsequently assigned to RFC UK Investment Co Ltd, BIG UK Investment Co Limited and the Universal Fico Ltd under a deed of assignment and assumption of debt and security dated 18 July 2014) and a legal charge dated 24 May 2012 granted by the Borrower in favour of The Secretary of State for Defence,

Intellectual Property means together the property described in clauses 3.5 to 3.12 (inclusive),

Interest at the rate charged by the Lender to the Borrower from time to time,

Receiver means any person appointed or to be appointed by the Lender as receiver or receiver and manager or (where applicable) an Administrative Receiver pursuant to this Debenture,

Rights means all the Borrower's rights, title and interest from time to time in any lease, licence or occupational right (or an agreement for any of them) together with all the Borrower's rights, title and interest from time to time in any renewal of, replacement of or variation to any lease, licence or occupational right (or an agreement for any of them),

Scheduled Property means the property details of which are set out at Schedule 1,

Secured Liabilities means all monies, debts and liabilities from time to time due, owing or incurred by the Borrower to the Lender of any kind and in any currency (whether incurred alone or jointly with another) and the Lender's charges, commission, Costs and Interest,

Security Documents means any document entered into by any person from time to time creating any Security Interest, directly or indirectly, for the Secured Liabilities including, without limitation, this Debenture,

Security Interest means any mortgage, charge, assignment, pledge, lien, right of set off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any 'hold-back' or 'flawed asset' arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback, arrangement, trust, agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security,

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006

2 INTERPRETATION

2 1 In this Debenture

- 2 1 1 clause and schedule headings are included for ease of reference only,
- 2 1 2 words denoting the singular include the plural and vice versa,
- 2 1 3 words denoting one gender include each gender and all genders,
- 2 1 4 the word **including** shall be construed to mean **including without limitation**,
- 2 1 5 each of the provisions is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby

2 2 In this Debenture, unless the context otherwise requires, references to

- 2 2 1 persons include references to natural persons, firms, partnerships, companies, corporations, associations, organisations and trusts (in each case whether or not having a separate legal personality),
- 2 2 2 documents, instruments and agreements (including, without limitation, this Debenture and any document referred to in this Debenture) are references to such documents, instruments and agreements as modified, amended, varied, supplemented or novated from time to time,
- 2 2 3 receivers are references to receivers of whatsoever nature including, without limitation, receivers and managers and administrative receivers,
- 2 2 4 the terms **the Lender** and **the Receiver** include, where the context so permits, references to any delegate of any such person,
- 2 2 5 **clauses** are references to clauses in this Debenture,

2 2 6 statutory provisions (where the context so admits and unless otherwise expressly provided) are construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and to any orders, regulations, instruments or other subordinate legislation made under the relevant statute, and

2 2 7 a time of day is a reference to London time

3 CHARGE

The Borrower covenants to discharge on demand the Secured Liabilities and as a continuing security for such discharge and with full title guarantee charges to the Lender the property set out below in the manner set out below

- 3 1 by way of fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property,
- 3 2 by way of fixed charge, all the freehold and leasehold property now vested in or charged to the Borrower (not effectively mortgaged in the Lender's favour by clause 3 1) and all Rights relating to it,
- 3 3 by way of fixed charge all estates or interests in any freehold or leasehold property in the future vested in or charged to the Borrower (not otherwise effectively mortgaged in the Lender's favour by clauses 3 1 and 3 2) and all Rights relating to it,
- 3 4 by way of fixed mortgage by assignment (subject always to reassignment upon redemption), all credit balances and bank deposits to the credit of the Borrower now or at any time due or owing to the Borrower together with the full benefit of all rights and remedies relating to them,
- 3 5 by way of fixed charge, all subsisting patents and subsisting rights of a similar nature of the Borrower present and future held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents and the right to apply for any applications in any part of the world (in each case for their full period and all extensions and renewals of them),
- 3 6 by way of fixed charge, all domain name registrations of the Borrower present and future and all applications for them and the right to apply for any of them in any part of the world,

- 3 7 by way of fixed charge, all registered trademarks of the Borrower present and future and all applications for them and the right to apply for any of them in any part of the world and all unregistered trademarks of the Borrower present and future,
- 3 8 by way of fixed charge, all service marks of the Borrower present and future,
- 3 9 by way of fixed charge all registered designs of the Borrower present and future and all applications for them and the right to apply for any of them in any part of the world,
- 3 10 by way of fixed charge, all inventions, utility models, confidential information, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country (including without limitation rights in computer software) of the Borrower present and future,
- 3 11 by way of fixed charge all the body of knowledge, technical experience, expertise and skills, technical processors, secret processors, formulae and technical information held by the Borrower from time to time and relating to its business, which is not in the public domain,
- 3 12 by way of fixed charge, the benefit (subject to the burden) of any and all present and future agreements, arrangement and licenses in connection with the Intellectual Property,
- 3 13 by way of fixed charge, all Chattels,
- 3 14 by way of fixed charge, all the plant and machinery, equipment, fittings, installations and apparatus, furniture, furnishings, tools, motor vehicles and all other chattels and moveable assets (other than fixtures) of the Borrower present and future and not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts,
- 3 15 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Borrower,
- 3 16 by way of fixed charge, all stocks, shares and other securities held by the Borrower from time to time in any Subsidiary and all income and rights derived from or attaching to them,
- 3 17 by way of fixed charge all stocks shares and other securities of the Borrower present and future and all income and rights derived from or attaching to them,

- 3 18 by way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Lender or any third party from time to time,
- 3 19 by way of fixed charge the benefit of all Authorisations held in relation to any Charged Property,
- 3 20 by way of floating charge all the undertaking and all property assets and rights of the Borrower present and future not subject to a fixed charge under this Debenture

4 TRUST

If, or to the extent that the mortgaging, assignment or charging of any Charged Property is prohibited for the any reason, the Borrower shall hold it on trust for the Lender

5 NEGATIVE PLEDGE

The Borrower shall not

- 5 1 create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property other than the Existing Security, or in favour of the Lender or as permitted by the Lender in writing, or
- 5 2 sell, lease or otherwise dispose of the whole or any part of the Charged Property except in the ordinary course of its trade in respect of that part of the Charged Property which is subject only to an uncrystallised floating charge in favour of the Lender

6 CONVERSION OF FLOATING CHARGE

- 6 1 The Lender may by written notice to the Borrower convert the floating charge into a fixed charge as regards such Charged Property as the Lender may specify (whether generally or specifically) in that notice
- 6 2 If, without the prior written consent of the Lender, the Borrower breaches or takes any step with a view to breaching any provision of clause 5 (Negative Pledge) in respect of any of the Charged Property which is subject to an uncrystallised floating charge under this Debenture, or if any person levies or attempts to levy any distress, attachment, execution or other legal process against any of that Charged Property to which the breach or step relates, such floating charge will automatically, without notice, be converted into a fixed charge as soon as that breach occurs or that step is taken

7 FURTHER ASSURANCE

The Borrower will at its own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further secure the payment or discharge of the Secured Liabilities

8 DEPOSIT OF DOCUMENTS AND TITLE DEEDS

The Borrower shall, upon receiving a request to do the same from the Lender, deposit with the Lender (and the Lender during the continuance of this Debenture may hold and retain)

- 8 1 all deeds and documents of title relating to the Charged Property and all insurance policies (or where the Lender agrees, copies of them),
- 8 2 all stock or share certificates or other documents of title to or representing the stocks, shares and securities charged by this Debenture together with duly executed transfers or assignments with the name of the transferees, date and consideration left blank (as the Lender requires from time to time)

9 INSURANCE

The Borrower shall apply all monies received by virtue of any insurance of the whole or any part of the Charged Property in making good, or in recouping expenditure incurred in making good, any loss or damage or, if the Lender so requires in its sole discretion, towards discharge of the Secured Liabilities. The Borrower shall ensure that all such monies which are not paid directly by the insurers to the Lender shall be held by the recipient upon trust for the Lender and be applied by the Borrower in accordance with this clause

10 CHARGED PROPERTY UNDERTAKINGS

All Charged Property

- 10 1 The Borrower shall
 - 10 1 1 promptly upon becoming aware of the same, notify the Lender of (i) any action started by a third party to seize, attach, take possession of or create Security (other than the Permitted Security) over any of its assets, (ii) of any circumstances which may give rise to a claim on or under the Charged Property, and (iii) of anything which could in the reasonably opinion of the Borrower have a material adverse effect on the rights and interest of the Borrower to and in any of the Charged Property,

- 10 1 2 use its reasonably endeavours to promptly defend all claims that it believes it has a real prospect of defending brought in relation to the Charged Property and do whatever the Lender reasonably requires in relation to anything which could have a material adverse effect on the Borrower's rights and interests in the Charged Property, and
- 10 1 3 promptly provide the Lender with any information which it reasonably requests regarding the Borrower's business, the Charged Property and its compliance with this Debenture
- 10 2 The Borrower shall permit the Lender, its representatives, professional advisers and contractors free access at all reasonable times and on reasonable notice to inspect and take copies of, and extracts from, the books and records of the Borrower and to view the Charged Property (without becoming liable as mortgagee in possession)
- 10 3 The Borrower shall punctually pay all rent, rent charges, rates, taxes, fees, charges, duties, levies, assessments, impositions, calls and outgoings whatsoever in respect of the Charged Property
- 10 4 The Borrower shall promptly obtain and maintain any Authorisations (in form and content reasonably satisfactory to the Lender) necessary or desirable to enable the assets of the Borrower to be subject to the Security intended to be created by this Debenture and, immediately on obtaining the Authorisation, the asset concerned shall become subject to the Security and the Borrower shall promptly deliver a copy of each Authorisation to the Lender
- 10 5 The Borrower shall not, at any point during the Security Period, do or permit to be done any act or thing which might jeopardise the rights of the Lender in the Charged Property or which might adversely effect or diminish the value of the Charged Property
- 10 6 The Borrower shall, on request, immediately deliver to the Lender evidence that the Borrower has complied with the provisions of this Clause 10 (*Undertakings*)

Uncalled Capital

- 10 7 The Borrower shall not call up any of its uncalled capital or receive it in advance of calls unless the Lender otherwise directs, nor apply it, when paid, otherwise than in payment of the Secured Obligations or as the Lender directs

11 REPAIR AND IDENTIFICATION

The Borrower shall

- 11 1 at all times keep in good and substantial repair and condition all the Charged Property including, without limitation, all buildings, erections and structures on and in the Property,
- 11 2 keep all plant and machinery in good repair, working order and condition and fit for its purpose,
- 11 3 where it is uneconomic to repair any part of the Charged Property, replace such part by another similar asset of equal or greater quality and value, and
- 11 4 if so required by the Lender affix to such of the Charged Property as the Lender shall specify such plaques, name plates, notices, boiler plates, notices or other forms of wording of reasonable size and type in a readily visible position as the Lender may require to the effect that the Lender has an interest in the same as mortgagee

12 ENFORCEMENT

This Debenture will become enforceable when

- 12 1 any of the Secured Liabilities is not paid and/or discharged in accordance with the terms of this Debenture, or
- 12 2 the floating charge has crystallised pursuant to the provisions of this Debenture, or
- 12 3 the Borrower so requests the Lender in writing (whether or not the Lender has entered into or taken possession of the Charged Property) to appoint any person or persons (including a manager or official of the Lender) to be an Administrator and/or a Receiver over the whole or any part of its assets

13 STATUTORY POWER OF SALE

- 13 1 For the purposes of all powers implied by statute, and in particular the power of sale under section 101 of the Law of Property Act 1925 (Powers incident to estate or interest of mortgagee), the Secured Liabilities will be deemed to have become due when the security created by this Debenture becomes enforceable and section 103 of the Law of Property Act 1925 (Regulation of exercise of power of sale) and section 93 of the Law of Property Act 1925 (Restriction on consolidation of mortgages) will not apply

- 13 2 The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make arrangements for leases, accept surrender of leases and grant options on such terms and conditions as the Lender may in its absolute discretion think fit. The Lender is not obliged to comply with any of the provisions of section 99 (Leasing powers of mortgagor and mortgagee in possession) and section 100 (Powers of mortgagor and mortgagee in possession to accept surrenders of leases) of the Law of Property Act 1925
- 13 3 Each of the Lender, the Administrators and the Receiver, as the case may be, may exercise their respective statutory powers of sale in respect of the whole or any part of the property described in clauses 3 1 to 3 3 (inclusive)
- 13 4 Section 109 of the Law of Property Act 1925 (Appointment, powers, remuneration and duties of receiver) shall not apply to this Debenture

14 ADMINISTRATORS AND RECEIVERS

- 14 1 The Lender may at any time after the security created by this Debenture becomes enforceable (whether or not the Lender has entered into or taken possession of the Charged Property) by writing appoint any person or persons (including a manager or official of the Lender) to be
- 14 1 1 an Administrator, and/or
- 14 1 2 a Receiver,
- all upon such terms as to remuneration and otherwise as the Lender may from time to time think fit and may similarly remove any of the above office holders and appoint another office holder in his stead and any Administrator or Receiver so appointed shall be the agent of the Borrower for all purposes
- 14 2 A Receiver has all the powers to do or abstain from doing anything which the Borrower could do or abstain from doing in relation to the Charged Property and shall have all the powers set out in Schedule 1 to the Insolvency Act 1986 as if he was an Administrative Receiver and all other powers from time to time conferred on Receivers by statute and shall be able to do all such other acts and things as the Receiver may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Debenture or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property

- 14 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to this Debenture and to the floating charges contained within it
- 14 4 An Administrator has all the powers to do or abstain from doing anything which the Borrower could do or abstain from doing in relation to the Charged Property and shall have all the powers of a Receiver and shall have all the powers conferred by paragraph 59 of Schedule B1 and Schedule 1 to the Insolvency Act 1986 and shall be able to do all such other acts and things as the Administrator may in his discretion consider to be incidental or conducive to
- 14 4 1 any of the matters or powers set out in this Debenture, and/ or
- 14 4 2 the preservation, improvement or realisation of the Charged Property, and/or
- 14 4 3 furthering the objectives described in paragraph 3 of Schedule B1 to the Insolvency Act 1986
- 14 5 Where more than one Administrator or Receiver, as the case may be, is appointed, each Administrator or Receiver, as the case may be, has the power to act jointly and severally unless the Lender specifies otherwise in the appointment of such Administrator or Receiver
- 14 6 The Lender may exercise all powers granted to Administrators and Receivers by this Debenture, whether as attorney for the Borrower or otherwise
- 14 7 The powers of the Administrator and Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Lender as provided in clause 13 (Statutory power of sale) or otherwise and so that, inter alia, such powers are and remain exercisable by the Lender in respect of that part of the Charged Property in respect of which no appointment is made of an Administrator or Receiver
- 14 8 The Administrator or Receiver, as the case may be, shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in section 109(8) of the Law of Property Act 1925 (Appointment, powers, remuneration and duties of receiver)

15 PROTECTION OF THIRD PARTIES

No person (including, without limitation, any purchaser, mortgagor or mortgagee) dealing with the Lender shall be concerned to enquire

15 1 whether all or some part of the Secured Liabilities has become due, or

15 2 whether a demand for such Secured Liabilities has been duly made, or

15 3 whether any power which the Lender, Administrator or Receiver is purporting to exercise has become exercisable, or

15 4 whether any money remains due to the Lender, or

15 5 how any money paid to the Lender, Administrator or Receiver is to be applied

16 NO LIABILITY AS MORTGAGEE IN POSSESSION

The Lender, the Administrator or Receiver will not by virtue of entering into possession of any of the Charged Property be liable to account as mortgagee in possession in respect of the Charged Property or for any loss upon realisation or exercise of any power, authority or right of the Lender, Administrator or Receiver arising under this Debenture, nor for any act, default, neglect, or misconduct of any nature whatsoever

17 POWER OF ATTORNEY

The Borrower irrevocably appoints, by way of security the Lender, each person deriving title from the Lender, Administrator or Receiver, as the case may be, jointly and severally to be its attorney (with full power to appoint substitutes and to sub-delegate) to do any act or thing which the Borrower is, or may become, obliged to do pursuant to this Debenture. The Borrower ratifies and confirms anything done or purported to be done by any attorney appointed pursuant to this clause

18 CUMULATIVE AND CONTINUING SECURITY

18 1 This Debenture is a continuing security to the Lender regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstances which, but for this clause, might affect or diminish its effectiveness

18 2 The security constituted by this Debenture is in addition to and is not in any way prejudiced by any rights whatsoever which the Lender may have in respect of the Secured Liabilities including, without limitation, any rights arising under any other Security Interest

19 AVOIDANCE OF PAYMENTS

19 1 No assurance, security or payment which may be avoided under the law or subject to an order of the court made under any law relating to bankruptcy, insolvency, administration or winding-up, including, without limitation, the Insolvency Act 1986, and no release, settlement or discharge given or made by the Lender on the faith of any such assurance, security or payment, prejudices or affected the rights of the Lender

19 1 1 to recover any monies from the Borrower (including, without limitation, any monies which it is compelled to refund under Chapter X (Malpractice before and during liquidation, penalisation of companies and company officers, investigations and prosecutions) of the Insolvency Act 1986 and any Costs payable by it incurred in connection with such process), or

19 1 2 to enforce the security constituted by this Debenture to the full extent of the Secured Liabilities,

19 2 The Lender may at its discretion retain the security so created as security for the Secured Liabilities for a period of one month plus any statutory period within which any such assurance, security or payment can be avoided or invalidated notwithstanding any release, settlement, discharge or arrangement given or made by the Lender

19 3 If at any time within the period referred to in clause 19 2 any person takes any step whatsoever relating to (i) the winding-up or administration of the Borrower, or (ii) any arrangement with the creditors of the Borrower, the Lender may retain the whole or any part of the security constituted by this Debenture for such further period as the Lender may in its discretion think fit. Such security will be deemed to have been held and remained held by the Lender as security for the payment to the Lender of the Secured Liabilities

20 PRIOR CHARGES

At any time after this Debenture has become enforceable the Lender may redeem any prior Security Interest or procure the transfer of that Security Interest to itself and may settle and pass the accounts of the person entitled to that Security Interest. Any accounts which are settled and

passed by the Lender are conclusive and binding on the Borrower. The Borrower shall reimburse the Lender for any monies paid out and Costs incurred by the Lender in exercise of its rights under this clause.

21 OPENING A NEW ACCOUNT

If the Lender receives notice of any subsequent Security Interest affecting the Charged Property, the Lender may open a new account for the Borrower in its books. If the Lender does not open a new account, then unless the Lender gives express written notice to the contrary to the Borrower, all payments by or on behalf of the Borrower to the Lender will be treated from time of receipt of notice of the subsequent Security Interest by the Lender as having been credited to a new account of the Borrower and not as having been applied in reduction of the amount of the Secured Liabilities as at the time when the notice was received.

22 SUSPENSE ACCOUNT

The Lender may hold in a suspense or impersonal account on whatever terms the Lender may think fit all monies received, recovered or realised by the Lender pursuant to this Debenture until the Secured Liabilities have been irrevocably paid in full.

23 PAYMENTS AND WITHHOLDING TAXES

The Borrower shall pay and discharge the Secured Liabilities without any deduction, withholding, set-off, counterclaim, restriction or condition and without regard to any equities between the Borrower and the Lender, except to the extent that the Borrower is required by law to deduct or withhold any amounts payable under this Debenture, in which case it shall pay to the Lender an additional amount sufficient to ensure that the net amount received by the Lender after the required deduction or withholding (including, without limitation, any required deduction or withholding on the additional amount) be equal to the amount that the Lender would have received had no deduction or withholding being made. Any additional amount paid under this clause shall be treated as agreed compensation and not as interest.

24 SET-OFF

The Borrower agrees the Lender may at any time after this Debenture has become enforceable without notice or further demand combine or consolidate all or any of its then existing accounts including any accounts in the name of the Lender or of the Borrower (whether current, deposit, loan or any other nature whatsoever whether subject to notice or not and whether in sterling or in any other currency) and set-off or transfer any sum standing to the credit of any one or more of those accounts in or towards satisfaction of the Secured Liabilities.

25 ASSIGNMENT

25 1 The Borrower may not assign, transfer, novate or dispose of any of its rights and obligations under this Debenture

25 2 The Lender shall have a full and unfettered right to assign the whole or any part of the benefit of this Debenture and the expression the 'Lender' wherever used herein shall be deemed to include such assignees and other successors whether immediate or derivative of the Lender who shall be entitled to enforce and proceed upon this Debenture in the same manner as if named herein and the Lender shall be entitled to impart any information concerning the Borrower to any such assignee or other successor or proposed assignee or successor

26 WAIVERS

No failure or delay or other relaxation or indulgence on the part of the Lender to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy

27 HM LAND REGISTRY

27 1 The Borrower consents to the Lender applying to the Land Registrar on form RX1 (or such other equivalent form as the Land Registry may require) for a restriction to be entered onto the Proprietorship Register of the Scheduled Property in the form of the restriction set out below

"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 a charged dated [date] in favour of [chargee] referred to in the charges register"

and the Borrower shall do whatever acts or things as may be required in order to procure the entry of such restriction onto the Proprietorship Register of the Scheduled Property

27 2 The Borrower consents to the Lender applying to the Land Registry on form RX1 (or such equivalent form as the Land Registry may require) for a restriction to be entered onto the Proprietorship Register of any freehold or leasehold property now or in the future vested in the Borrower and charged to the Lender (including any estates or interest in any freehold or leasehold property) which does not form part of the Scheduled Property in the form of the restriction set out below

"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 a charge dated [date] in favour of [chargee] referred to in the charges register"

and the Borrower shall do whatever acts or things as may be required in order to procure the entry of such restriction onto the Proprietorship Register of the Scheduled Property

28 COUNTERPARTS

This Debenture may be executed in any number of counterparts and all of such counterparts shall together be deemed to constitute one and the same instrument

29 NOTICES

29 1 Each party may give any notice, demand or other communication under or in connection with this Debenture by letter, facsimile or comparable means of communication addressed to the other party at the address identified with its name below or any other contact details notified from time to time. Any such communication will be deemed to be given as follows

29 1 1 if personally delivered, at the time of delivery,

29 1 2 if by letter, two clear business days following the day of posting (or in the case of airmail, seven clear days after the day of posting), and

29 1 3 if by email, facsimile transmission or comparable means of communication during the business hours of the Lender then on the day of transmission, otherwise on the next following Business Day

29 2 In providing such service it shall be sufficient to prove that personal delivery was made or that such letter was properly stamped first class, addressed and delivered to the postal authorities or in the case of facsimile transmission or other comparable means of communication, that a confirming hard copy was provided promptly after transmission

30 GOVERNING LAW

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

31 THIRD PARTY RIGHTS

A person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Debenture but this does not affect any right or remedy of a third party which exists or is available apart from that Act (including, without limitation, any right or remedy arising by virtue of an assignment of the benefit of this Debenture or any part of this Debenture which is permitted in accordance with its terms)

IN WITNESS WHEREOF this Debenture has been executed and delivered as a deed on the date written at the beginning of this Debenture and the parties to this Debenture intend that it takes effect as a deed notwithstanding the fact that the Lender may only execute to this Debenture under hand, or not at all

SCHEDULE 1 – SCHEDULED PROPERTY

Description	Title Number and District Registry or London Borough
--------------------	---

EXECUTED and DELIVERED as a DEED)

by THE READING FOOTBALL CLUB LIMITED)

acting by)

in the presence of)

SIR JOHN MADEJSKI

Name

Jeremy L
JEREMY PARKES

Address

[REDACTED]

Signature

[REDACTED]

[REDACTED]

JEREMY PARKES

Occupation

[REDACTED]

Notice Details

Address

[REDACTED]

[REDACTED]

[REDACTED]

Email

[REDACTED]

Fax No

[REDACTED]

Telephone No

[REDACTED]

Attention

Nigel Howe / Bryan Shable

EXECUTED and **DELIVERED** as a **DEED**)

by **GPT UK INVESTMENT CO. LTD**)

acting by)

in the presence of)

Name

Address

Signature

Occupation

Notice Details

Address

Email

Fax No

Telephone No

Attention

DATED 7 AUGUST 2014

THE READING FOOTBALL CLUB LIMITED (1)

and

GPT UK INVESTMENT CO. LTD (2)

DEBENTURE

WALKER MORRIS LLP

Kings Court
12 King Street
LEEDS
LS1 2HL
Tel 0113 2832500
Fax 0113 2459412
Ref BIL 267-1

**WE CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO S.859G OF THE COMPANIES ACT 2006,
THIS COPY INSTRUMENT IS A CORRECT COPY OF
THE ORIGINAL INSTRUMENT**

Walker Morris LLP

15-08-14

WALKER MORRIS LLP

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THIS DEBENTURE is made on

7th August 2014

BETWEEN

- (1) **THE READING FOOTBALL CLUB LIMITED** (Registered number 00053703) whose registered office is at Madejski Stadium, Junction 11, M4, Reading, Berkshire, RG2 0FL (the **Borrower**), and
- (2) **GPT UK INVESTMENT CO. LTD** (Registered number 09150191) whose registered office is at Number 7 (5th Floor), Old Park Lane, London W1K 1QR (the **Lender** which expression shall include its successors and assigns)

1 DEFINITIONS

Administrative Receiver means any person appointed or to be appointed by the Lender as administrative receiver pursuant to the exceptions to section 72A (1) or (2) of the Insolvency Act 1986,

Administrator means any person appointed or to be appointed by the Lender as administrator pursuant to Schedule B1 to the Insolvency Act 1986,

Authorisations means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

Book Debts means

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Borrower, and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation or proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets whatsoever in respect of the same),

Charged Property means the whole or any part of the property, assets, income and undertaking of the Borrower from time to time mortgaged, charged or assigned to the Lender under this Debenture,

Costs means all costs, charges or expenses on a full indemnity basis of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax to be charged on those costs, charges, expenses and disbursements,

Existing Security means a debenture dated 16 August 2013 granted by the Borrower in favour of Vibrac Corporation (and subsequently assigned to RFC UK Investment Co Ltd, BIG UK Investment Co Limited and the Universal Fico Ltd under a deed of assignment and assumption of debt and security dated 18 July 2014) and a legal charge dated 24 May 2012 granted by the Borrower in favour of The Secretary of State for Defence,

Intellectual Property means together the property described in clauses 3.5 to 3.12 (inclusive),

Interest at the rate charged by the Lender to the Borrower from time to time,

Receiver means any person appointed or to be appointed by the Lender as receiver or receiver and manager or (where applicable) an Administrative Receiver pursuant to this Debenture,

Rights means all the Borrower's rights, title and interest from time to time in any lease, licence or occupational right (or an agreement for any of them) together with all the Borrower's rights, title and interest from time to time in any renewal of, replacement of or variation to any lease, licence or occupational right (or an agreement for any of them),

Scheduled Property means the property details of which are set out at Schedule 1,

Secured Liabilities means all monies, debts and liabilities from time to time due, owing or incurred by the Borrower to the Lender of any kind and in any currency (whether incurred alone or jointly with another) and the Lender's charges, commission, Costs and Interest,

Security Documents means any document entered into by any person from time to time creating any Security Interest, directly or indirectly, for the Secured Liabilities including, without limitation, this Debenture,

Security Interest means any mortgage, charge, assignment, pledge, lien, right of set off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any 'hold-back' or 'flawed asset' arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback, arrangement, trust, agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security,

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006

2 INTERPRETATION

2 1 In this Debenture

- 2 1 1 clause and schedule headings are included for ease of reference only,
- 2 1 2 words denoting the singular include the plural and vice versa,
- 2 1 3 words denoting one gender include each gender and all genders,
- 2 1 4 the word **including** shall be construed to mean **including without limitation**,
- 2 1 5 each of the provisions is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby

2 2 In this Debenture, unless the context otherwise requires, references to

- 2 2 1 persons include references to natural persons, firms, partnerships, companies, corporations, associations, organisations and trusts (in each case whether or not having a separate legal personality),
- 2 2 2 documents, instruments and agreements (including, without limitation, this Debenture and any document referred to in this Debenture) are references to such documents, instruments and agreements as modified, amended, varied, supplemented or novated from time to time,
- 2 2 3 receivers are references to receivers of whatsoever nature including, without limitation, receivers and managers and administrative receivers,
- 2 2 4 the terms **the Lender** and **the Receiver** include, where the context so permits, references to any delegate of any such person,
- 2 2 5 **clauses** are references to clauses in this Debenture,

2 2 6 statutory provisions (where the context so admits and unless otherwise expressly provided) are construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and to any orders, regulations, instruments or other subordinate legislation made under the relevant statute, and

2 2 7 a time of day is a reference to London time

3 CHARGE

The Borrower covenants to discharge on demand the Secured Liabilities and as a continuing security for such discharge and with full title guarantee charges to the Lender the property set out below in the manner set out below

- 3 1 by way of fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property,
- 3 2 by way of fixed charge, all the freehold and leasehold property now vested in or charged to the Borrower (not effectively mortgaged in the Lender's favour by clause 3 1) and all Rights relating to it,
- 3 3 by way of fixed charge all estates or interests in any freehold or leasehold property in the future vested in or charged to the Borrower (not otherwise effectively mortgaged in the Lender's favour by clauses 3 1 and 3 2) and all Rights relating to it,
- 3 4 by way of fixed mortgage by assignment (subject always to reassignment upon redemption), all credit balances and bank deposits to the credit of the Borrower now or at any time due or owing to the Borrower together with the full benefit of all rights and remedies relating to them,
- 3 5 by way of fixed charge, all subsisting patents and subsisting rights of a similar nature of the Borrower present and future held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents and the right to apply for any applications in any part of the world (in each case for their full period and all extensions and renewals of them),
- 3 6 by way of fixed charge, all domain name registrations of the Borrower present and future and all applications for them and the right to apply for any of them in any part of the world,

- 3 7 by way of fixed charge, all registered trademarks of the Borrower present and future and all applications for them and the right to apply for any of them in any part of the world and all unregistered trademarks of the Borrower present and future,
- 3 8 by way of fixed charge, all service marks of the Borrower present and future,
- 3 9 by way of fixed charge all registered designs of the Borrower present and future and all applications for them and the right to apply for any of them in any part of the world,
- 3 10 by way of fixed charge, all inventions, utility models, confidential information, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country (including without limitation rights in computer software) of the Borrower present and future,
- 3 11 by way of fixed charge all the body of knowledge, technical experience, expertise and skills, technical processors, secret processors, formulae and technical information held by the Borrower from time to time and relating to its business, which is not in the public domain,
- 3 12 by way of fixed charge, the benefit (subject to the burden) of any and all present and future agreements, arrangement and licenses in connection with the Intellectual Property,
- 3 13 by way of fixed charge, all Chattels,
- 3 14 by way of fixed charge, all the plant and machinery, equipment, fittings, installations and apparatus, furniture, furnishings, tools, motor vehicles and all other chattels and moveable assets (other than fixtures) of the Borrower present and future and not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts,
- 3 15 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Borrower,
- 3 16 by way of fixed charge, all stocks, shares and other securities held by the Borrower from time to time in any Subsidiary and all income and rights derived from or attaching to them,
- 3 17 by way of fixed charge all stocks shares and other securities of the Borrower present and future and all income and rights derived from or attaching to them,

- 3 18 by way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Lender or any third party from time to time,
- 3 19 by way of fixed charge the benefit of all Authorisations held in relation to any Charged Property,
- 3 20 by way of floating charge all the undertaking and all property assets and rights of the Borrower present and future not subject to a fixed charge under this Debenture

4 TRUST

If, or to the extent that the mortgaging, assignment or charging of any Charged Property is prohibited for the any reason, the Borrower shall hold it on trust for the Lender

5 NEGATIVE PLEDGE

The Borrower shall not

- 5 1 create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property other than the Existing Security, or in favour of the Lender or as permitted by the Lender in writing, or
- 5 2 sell, lease or otherwise dispose of the whole or any part of the Charged Property except in the ordinary course of its trade in respect of that part of the Charged Property which is subject only to an uncrystallised floating charge in favour of the Lender

6 CONVERSION OF FLOATING CHARGE

- 6 1 The Lender may by written notice to the Borrower convert the floating charge into a fixed charge as regards such Charged Property as the Lender may specify (whether generally or specifically) in that notice
- 6 2 If, without the prior written consent of the Lender, the Borrower breaches or takes any step with a view to breaching any provision of clause 5 (Negative Pledge) in respect of any of the Charged Property which is subject to an uncrystallised floating charge under this Debenture, or if any person levies or attempts to levy any distress, attachment, execution or other legal process against any of that Charged Property to which the breach or step relates, such floating charge will automatically, without notice, be converted into a fixed charge as soon as that breach occurs or that step is taken

7 FURTHER ASSURANCE

The Borrower will at its own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further secure the payment or discharge of the Secured Liabilities

8 DEPOSIT OF DOCUMENTS AND TITLE DEEDS

The Borrower shall, upon receiving a request to do the same from the Lender, deposit with the Lender (and the Lender during the continuance of this Debenture may hold and retain)

8 1 all deeds and documents of title relating to the Charged Property and all insurance policies (or where the Lender agrees, copies of them),

8 2 all stock or share certificates or other documents of title to or representing the stocks, shares and securities charged by this Debenture together with duly executed transfers or assignments with the name of the transferees, date and consideration left blank (as the Lender requires from time to time)

9 INSURANCE

The Borrower shall apply all monies received by virtue of any insurance of the whole or any part of the Charged Property in making good, or in recouping expenditure incurred in making good, any loss or damage or, if the Lender so requires in its sole discretion, towards discharge of the Secured Liabilities. The Borrower shall ensure that all such monies which are not paid directly by the insurers to the Lender shall be held by the recipient upon trust for the Lender and be applied by the Borrower in accordance with this clause

10 CHARGED PROPERTY UNDERTAKINGS

All Charged Property

10 1 The Borrower shall

10 1 1 promptly upon becoming aware of the same, notify the Lender of (i) any action started by a third party to seize, attach, take possession of or create Security (other than the Permitted Security) over any of its assets, (ii) of any circumstances which may give rise to a claim on or under the Charged Property, and (iii) of anything which could in the reasonably opinion of the Borrower have a material adverse effect on the rights and interest of the Borrower to and in any of the Charged Property,

- 10 1 2 use its reasonably endeavours to promptly defend all claims that it believes it has a real prospect of defending brought in relation to the Charged Property and do whatever the Lender reasonably requires in relation to anything which could have a material adverse effect on the Borrower's rights and interests in the Charged Property, and
- 10 1 3 promptly provide the Lender with any information which it reasonably requests regarding the Borrower's business, the Charged Property and its compliance with this Debenture
- 10 2 The Borrower shall permit the Lender, its representatives, professional advisers and contractors free access at all reasonable times and on reasonable notice to inspect and take copies of, and extracts from, the books and records of the Borrower and to view the Charged Property (without becoming liable as mortgagee in possession)
- 10 3 The Borrower shall punctually pay all rent, rent charges, rates, taxes, fees, charges, duties, levies, assessments, impositions, calls and outgoings whatsoever in respect of the Charged Property
- 10 4 The Borrower shall promptly obtain and maintain any Authorisations (in form and content reasonably satisfactory to the Lender) necessary or desirable to enable the assets of the Borrower to be subject to the Security intended to be created by this Debenture and, immediately on obtaining the Authorisation, the asset concerned shall become subject to the Security and the Borrower shall promptly deliver a copy of each Authorisation to the Lender
- 10 5 The Borrower shall not, at any point during the Security Period, do or permit to be done any act or thing which might jeopardise the rights of the Lender in the Charged Property or which might adversely effect or diminish the value of the Charged Property
- 10 6 The Borrower shall, on request, immediately deliver to the Lender evidence that the Borrower has complied with the provisions of this Clause 10 (*Undertakings*)

Uncalled Capital

- 10 7 The Borrower shall not call up any of its uncalled capital or receive it in advance of calls unless the Lender otherwise directs, nor apply it, when paid, otherwise than in payment of the Secured Obligations or as the Lender directs

11 REPAIR AND IDENTIFICATION

The Borrower shall

- 11 1 at all times keep in good and substantial repair and condition all the Charged Property including, without limitation, all buildings, erections and structures on and in the Property,
- 11 2 keep all plant and machinery in good repair, working order and condition and fit for its purpose,
- 11 3 where it is uneconomic to repair any part of the Charged Property, replace such part by another similar asset of equal or greater quality and value, and
- 11 4 if so required by the Lender affix to such of the Charged Property as the Lender shall specify such plaques, name plates, notices, boiler plates, notices or other forms of wording of reasonable size and type in a readily visible position as the Lender may require to the effect that the Lender has an interest in the same as mortgagee

12 ENFORCEMENT

This Debenture will become enforceable when

- 12 1 any of the Secured Liabilities is not paid and/or discharged in accordance with the terms of this Debenture, or
- 12 2 the floating charge has crystallised pursuant to the provisions of this Debenture, or
- 12 3 the Borrower so requests the Lender in writing (whether or not the Lender has entered into or taken possession of the Charged Property) to appoint any person or persons (including a manager or official of the Lender) to be an Administrator and/or a Receiver over the whole or any part of its assets

13 STATUTORY POWER OF SALE

- 13 1 For the purposes of all powers implied by statute, and in particular the power of sale under section 101 of the Law of Property Act 1925 (Powers incident to estate or interest of mortgagee), the Secured Liabilities will be deemed to have become due when the security created by this Debenture becomes enforceable and section 103 of the Law of Property Act 1925 (Regulation of exercise of power of sale) and section 93 of the Law of Property Act 1925 (Restriction on consolidation of mortgages) will not apply

- 13 2 The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make arrangements for leases, accept surrender of leases and grant options on such terms and conditions as the Lender may in its absolute discretion think fit. The Lender is not obliged to comply with any of the provisions of section 99 (Leasing powers of mortgagor and mortgagee in possession) and section 100 (Powers of mortgagor and mortgagee in possession to accept surrenders of leases) of the Law of Property Act 1925.
- 13 3 Each of the Lender, the Administrators and the Receiver, as the case may be, may exercise their respective statutory powers of sale in respect of the whole or any part of the property described in clauses 3.1 to 3.3 (inclusive).
- 13 4 Section 109 of the Law of Property Act 1925 (Appointment, powers, remuneration and duties of receiver) shall not apply to this Debenture.

14 ADMINISTRATORS AND RECEIVERS

- 14 1 The Lender may at any time after the security created by this Debenture becomes enforceable (whether or not the Lender has entered into or taken possession of the Charged Property) by writing appoint any person or persons (including a manager or official of the Lender) to be

14 1 1 an Administrator, and/or

14 1 2 a Receiver,

all upon such terms as to remuneration and otherwise as the Lender may from time to time think fit and may similarly remove any of the above office holders and appoint another office holder in his stead and any Administrator or Receiver so appointed shall be the agent of the Borrower for all purposes.

- 14 2 A Receiver has all the powers to do or abstain from doing anything which the Borrower could do or abstain from doing in relation to the Charged Property and shall have all the powers set out in Schedule 1 to the Insolvency Act 1986 as if he was an Administrative Receiver and all other powers from time to time conferred on Receivers by statute and shall be able to do all such other acts and things as the Receiver may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Debenture or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property.

- 14 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to this Debenture and to the floating charges contained within it
- 14 4 An Administrator has all the powers to do or abstain from doing anything which the Borrower could do or abstain from doing in relation to the Charged Property and shall have all the powers of a Receiver and shall have all the powers conferred by paragraph 59 of Schedule B1 and Schedule 1 to the Insolvency Act 1986 and shall be able to do all such other acts and things as the Administrator may in his discretion consider to be incidental or conducive to
- 14 4 1 any of the matters or powers set out in this Debenture, and/ or
- 14 4 2 the preservation, improvement or realisation of the Charged Property, and/or
- 14 4 3 furthering the objectives described in paragraph 3 of Schedule B1 to the Insolvency Act 1986
- 14 5 Where more than one Administrator or Receiver, as the case may be, is appointed, each Administrator or Receiver, as the case may be, has the power to act jointly and severally unless the Lender specifies otherwise in the appointment of such Administrator or Receiver
- 14 6 The Lender may exercise all powers granted to Administrators and Receivers by this Debenture, whether as attorney for the Borrower or otherwise
- 14 7 The powers of the Administrator and Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Lender as provided in clause 13 (Statutory power of sale) or otherwise and so that, inter alia, such powers are and remain exercisable by the Lender in respect of that part of the Charged Property in respect of which no appointment is made of an Administrator or Receiver
- 14 8 The Administrator or Receiver, as the case may be, shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in section 109(8) of the Law of Property Act 1925 (Appointment, powers, remuneration and duties of receiver)

15 PROTECTION OF THIRD PARTIES

No person (including, without limitation, any purchaser, mortgagor or mortgagee) dealing with the Lender shall be concerned to enquire

- 15 1 whether all or some part of the Secured Liabilities has become due, or
- 15 2 whether a demand for such Secured Liabilities has been duly made, or
- 15 3 whether any power which the Lender, Administrator or Receiver is purporting to exercise has become exercisable, or
- 15 4 whether any money remains due to the Lender, or
- 15 5 how any money paid to the Lender, Administrator or Receiver is to be applied

16 NO LIABILITY AS MORTGAGEE IN POSSESSION

The Lender, the Administrator or Receiver will not by virtue of entering into possession of any of the Charged Property be liable to account as mortgagee in possession in respect of the Charged Property or for any loss upon realisation or exercise of any power, authority or right of the Lender, Administrator or Receiver arising under this Debenture, nor for any act, default, neglect, or misconduct of any nature whatsoever

17 POWER OF ATTORNEY

The Borrower irrevocably appoints, by way of security the Lender, each person deriving title from the Lender, Administrator or Receiver, as the case may be, jointly and severally to be its attorney (with full power to appoint substitutes and to sub-delegate) to do any act or thing which the Borrower is, or may become, obliged to do pursuant to this Debenture. The Borrower ratifies and confirms anything done or purported to be done by any attorney appointed pursuant to this clause

18 CUMULATIVE AND CONTINUING SECURITY

- 18 1 This Debenture is a continuing security to the Lender regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstances which, but for this clause, might affect or diminish its effectiveness

- 18 2 The security constituted by this Debenture is in addition to and is not in any way prejudiced by any rights whatsoever which the Lender may have in respect of the Secured Liabilities including, without limitation, any rights arising under any other Security Interest

19 AVOIDANCE OF PAYMENTS

- 19 1 No assurance, security or payment which may be avoided under the law or subject to an order of the court made under any law relating to bankruptcy, insolvency, administration or winding-up, including, without limitation, the Insolvency Act 1986, and no release, settlement or discharge given or made by the Lender on the faith of any such assurance, security or payment, prejudices or affected the rights of the Lender
- 19 1 1 to recover any monies from the Borrower (including, without limitation, any monies which it is compelled to refund under Chapter X (Malpractice before and during liquidation, penalisation of companies and company officers, investigations and prosecutions) of the Insolvency Act 1986 and any Costs payable by it incurred in connection with such process), or
- 19 1 2 to enforce the security constituted by this Debenture to the full extent of the Secured Liabilities,
- 19 2 The Lender may at its discretion retain the security so created as security for the Secured Liabilities for a period of one month plus any statutory period within which any such assurance, security or payment can be avoided or invalidated notwithstanding any release, settlement, discharge or arrangement given or made by the Lender
- 19 3 If at any time within the period referred to in clause 19 2 any person takes any step whatsoever relating to (i) the winding-up or administration of the Borrower, or (ii) any arrangement with the creditors of the Borrower, the Lender may retain the whole or any part of the security constituted by this Debenture for such further period as the Lender may in its discretion think fit. Such security will be deemed to have been held and remained held by the Lender as security for the payment to the Lender of the Secured Liabilities

20 PRIOR CHARGES

At any time after this Debenture has become enforceable the Lender may redeem any prior Security Interest or procure the transfer of that Security Interest to itself and may settle and pass the accounts of the person entitled to that Security Interest. Any accounts which are settled and

passed by the Lender are conclusive and binding on the Borrower. The Borrower shall reimburse the Lender for any monies paid out and Costs incurred by the Lender in exercise of its rights under this clause.

21 OPENING A NEW ACCOUNT

If the Lender receives notice of any subsequent Security Interest affecting the Charged Property, the Lender may open a new account for the Borrower in its books. If the Lender does not open a new account, then unless the Lender gives express written notice to the contrary to the Borrower, all payments by or on behalf of the Borrower to the Lender will be treated from time of receipt of notice of the subsequent Security Interest by the Lender as having been credited to a new account of the Borrower and not as having been applied in reduction of the amount of the Secured Liabilities as at the time when the notice was received.

22 SUSPENSE ACCOUNT

The Lender may hold in a suspense or impersonal account on whatever terms the Lender may think fit all monies received, recovered or realised by the Lender pursuant to this Debenture until the Secured Liabilities have been irrevocably paid in full.

23 PAYMENTS AND WITHHOLDING TAXES

The Borrower shall pay and discharge the Secured Liabilities without any deduction, withholding, set-off, counterclaim, restriction or condition and without regard to any equities between the Borrower and the Lender, except to the extent that the Borrower is required by law to deduct or withhold any amounts payable under this Debenture, in which case it shall pay to the Lender an additional amount sufficient to ensure that the net amount received by the Lender after the required deduction or withholding (including, without limitation, any required deduction or withholding on the additional amount) be equal to the amount that the Lender would have received had no deduction or withholding being made. Any additional amount paid under this clause shall be treated as agreed compensation and not as interest.

24 SET-OFF

The Borrower agrees the Lender may at any time after this Debenture has become enforceable without notice or further demand combine or consolidate all or any of its then existing accounts including any accounts in the name of the Lender or of the Borrower (whether current, deposit, loan or any other nature whatsoever whether subject to notice or not and whether in sterling or in any other currency) and set-off or transfer any sum standing to the credit of any one or more of those accounts in or towards satisfaction of the Secured Liabilities.

25 ASSIGNMENT

- 25 1 The Borrower may not assign, transfer, novate or dispose of any of its rights and obligations under this Debenture
- 25 2 The Lender shall have a full and unfettered right to assign the whole or any part of the benefit of this Debenture and the expression the 'Lender' wherever used herein shall be deemed to include such assignees and other successors whether immediate or derivative of the Lender who shall be entitled to enforce and proceed upon this Debenture in the same manner as if named herein and the Lender shall be entitled to impart any information concerning the Borrower to any such assignee or other successor or proposed assignee or successor

26 WAIVERS

No failure or delay or other relaxation or indulgence on the part of the Lender to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy

27 HM LAND REGISTRY

- 27 1 The Borrower consents to the Lender applying to the Land Registrar on form RX1 (or such other equivalent form as the Land Registry may require) for a restriction to be entered onto the Proprietorship Register of the Scheduled Property in the form of the restriction set out below

"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 a charged dated [date] in favour of [chargee] referred to in the charges register"

and the Borrower shall do whatever acts or things as may be required in order to procure the entry of such restriction onto the Proprietorship Register of the Scheduled Property

27 2 The Borrower consents to the Lender applying to the Land Registry on form RX1 (or such equivalent form as the Land Registry may require) for a restriction to be entered onto the Proprietorship Register of any freehold or leasehold property now or in the future vested in the Borrower and charged to the Lender (including any estates or interest in any freehold or leasehold property) which does not form part of the Scheduled Property in the form of the restriction set out below

"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 a charge dated [date] in favour of [chargee] referred to in the charges register"

and the Borrower shall do whatever acts or things as may be required in order to procure the entry of such restriction onto the Proprietorship Register of the Scheduled Property

28 COUNTERPARTS

This Debenture may be executed in any number of counterparts and all of such counterparts shall together be deemed to constitute one and the same instrument

29 NOTICES

29 1 Each party may give any notice, demand or other communication under or in connection with this Debenture by letter, facsimile or comparable means of communication addressed to the other party at the address identified with its name below or any other contact details notified from time to time. Any such communication will be deemed to be given as follows

29 1 1 if personally delivered, at the time of delivery,

29 1 2 if by letter, two clear business days following the day of posting (or in the case of airmail, seven clear days after the day of posting), and

29 1 3 if by email, facsimile transmission or comparable means of communication during the business hours of the Lender then on the day of transmission, otherwise on the next following Business Day

29 2 In providing such service it shall be sufficient to prove that personal delivery was made or that such letter was properly stamped first class, addressed and delivered to the postal authorities or in the case of facsimile transmission or other comparable means of communication, that a confirming hard copy was provided promptly after transmission

30 GOVERNING LAW

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

31 THIRD PARTY RIGHTS

A person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Debenture but this does not affect any right or remedy of a third party which exists or is available apart from that Act (including, without limitation, any right or remedy arising by virtue of an assignment of the benefit of this Debenture or any part of this Debenture which is permitted in accordance with its terms)

IN WITNESS WHEREOF this Debenture has been executed and delivered as a deed on the date written at the beginning of this Debenture and the parties to this Debenture intend that it takes effect as a deed notwithstanding the fact that the Lender may only execute to this Debenture under hand, or not at all

SCHEDULE 1 – SCHEDULED PROPERTY

Description

**Title Number and District Registry or London
Borough**

EXECUTED and **DELIVERED** as a **DEED**)

by **THE READING FOOTBALL CLUB LIMITED**)

acting by)

in the presence of)

Name

Address

Signature

Occupation

Notice Details

Address

Email

Fax No

Telephone No

Attention

EXECUTED and DELIVERED as a DEED)

by GPT UK INVESTMENT CO LTD)

acting by NARIN NIRUTTINANON)

in the presence of)

Name

Krit Kuititsowan
KRIT KUITITSOWAN

Address

Signature

Occupation

Notice Details EMPIRE ASIA GROUP CO, LTD

Address

Email

Fax No

Telephone No

Attention

KRIT KUITITSOWAN