

MR01

Particulars of a charge

000944/13



Companies House

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

You can use the WebFiling service to file this form online
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 MR00

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 charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by 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

TUESDAY



A2AAR7NK

A18

11/06/2013

#249

COMPANIES HOUSE

1 Company details

Company number 00053268
Company name in full The Bury Football Club Company

For official use

→ Filing 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 29/05/2013

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 SG Sports Management Limited (Co No 854164)

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

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

Mortgage Debenture

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

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Particulars of a charge

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 S. Jones X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name
Stuart Stones

Company name
Ratio Law LLP

Address
Hanover House, 30-32 Charlotte Street,
Manchester, M1 4FD

Post town

County/Region

Postcode
M 1 4 F D

Country

DX

Telephone
0161 711 0280



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

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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: 53268

Charge code: 0005 3268 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th May 2013 and created by BURY FOOTBALL CLUB COMPANY LIMITED(THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th June 2013.

3

Given at Companies House, Cardiff on 13th June 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

29 May

2013

MORTGAGE DEBENTURE

between

THE BURY FOOTBALL CLUB COMPANY LIMITED

and

SG SPORTS MANAGEMENT LIMITED

RATIO

We certify this to be a true copy of the original

Signed: *S. Olanrewaju*
For and behalf of Ratio Law LLP

Dated: 10/6/2013

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This Mortgage Debenture is made on

29 May

2013

Between

- (1) **The Bury Football Club Company Limited** (registered in England and Wales with number 00053268) whose registered office is at Gigg Lane, Bury, BL9 9HR (**Company**), and
- (2) **SG Sports Management Limited** (registered in England with number 854164) whose registered office is at Rainbow House, Sycamore Park, Sycamore Avenue, Burnley, BB12 6EG (**Lender**)

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires, the following expressions have the following meanings

Charged Debts has the meaning given to it in clause 8.4(a)

Charged Property means all the assets, property, goodwill and undertaking of the Company from time to time charged or assigned to the Lender pursuant to the terms of this Deed

Collection Account has the meaning given to it in clause 8.4(a)

Conditions means the terms and conditions referred to in clause 2.1 of the Facility Letter

Dangerous Substance means any radioactive emissions, noise, any natural or artificial substance (whether in the form of a solid, liquid, gas or vapour) the generation, transportation, storage, treatment, use or disposal of which (whether alone or in combination with any other substance) including (without limitation) any controlled, special, hazardous, toxic, radioactive or dangerous substance or waste, gives rise to a risk of causing harm to man or any other living organism or damaging the Environment or public health or welfare

Direction has the meaning given to it in clause 8.3(f)

Distribution Rights means all dividends, distributions and other income paid or payable on the relevant Investment together with all shares or other property derived from the relevant Investment together also with all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment (whether by way of conversion, redemption, bonus preference, option or otherwise)

Environment means all, or any of, the following media, namely the air (including, without limitation, the air within buildings and the air within other natural or man-made structures above or below ground), water (including, without limitation, ground and surface water) and land (including, without limitation, surface and sub-surface soil)

Environmental Law means all applicable laws (including, without limitation, common law), regulations, directing codes of practice, circulars, guidance notices and the like having legal effect (whether in the United Kingdom or elsewhere) concerning pollution or the protection of human health, the Environment, the conditions of the work place or the generation, transportation, storage, treatment or disposal of Dangerous Substances

Facility Documents means the Facility Letter and the Conditions

Facility Letter means the facility letter dated on or about the date of this Deed pursuant to which the Lender agreed to make available to the Company a secured loan facility

Floating Charge Asset has the meaning given to it in clause 3.4

Intellectual Property means know how, patents, trade marks, service marks, designs, business names, copyrights, confidential information, computer software and all other intellectual property rights and any interest (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same)

Investment means any negotiable instrument, certificate of deposit, debenture, share or other investment (as defined in Part II of Schedule 2 of the Financial Services and Markets Act 2001 (as amended from time to time) and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (as amended from time to time)

Planning Acts means the Town and Country Planning Acts 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any regulations or subordinate legislation made pursuant thereto or any other statute or regulation governing or controlling the use or development of land and buildings

Premises means all freehold and leasehold property from time to time owned by the Company or in which the Company is otherwise interested, including without limitation, the property described in schedule 1

Receiver means any one or more administrative receivers, receivers and managers or (if the Lender so specifies in the relevant appointment) receivers appointed by the Lender pursuant to this Deed in respect of the Company or over all or any of the Charged Property

Secured Obligations means all money and liabilities now or hereafter due, owing or incurred to the Lender by the Company in whatsoever manner in any currency or currencies whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith

12 Interpretation

In this Deed, unless the context otherwise requires

- (a) a reference to any party to this Deed is, where relevant, deemed to be a reference to or to include, as appropriate, that party's respective successors and, in the case of the Lender, its successors or assigns,
- (b) references to clauses and schedules are references to, respectively, clauses of and schedules to this Deed and references to this Deed include its schedules,
- (c) a reference to (or to any specified provision of) any agreement, deed or other instrument (including the Finance Documents) is to be construed as a reference to that agreement, deed or other instrument or that provision as it may have been or hereafter be, from time to time, amended, varied, modified, supplemented, replaced, restated or novated but excluding for this purpose any amendment, variation, supplement or modification which is contrary to any provision of this Deed or the Finance Documents;
- (d) a reference to a statute or statutory instrument or any provision thereof is to be construed as a reference to that statute or statutory instrument or such provision

thereof as the same may have been, or may from time to time hereafter be, amended or re-enacted,

- (e) the index to and the headings in this Deed are inserted for convenience only and are to be ignored in construing this Deed,
- (f) the terms of the documents under which the Secured Obligations arise and of any side letters between the Company and the Lender relating thereto are incorporated herein to the extent required for any purported disposition of the Charged Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989,
- (g) the parties intend that this document shall take effect as a Deed,
- (h) words importing the plural shall include the singular and vice versa,
- (i) unless the context otherwise requires or unless otherwise defined in this Deed words and expressions defined in the Facility Documents shall bear the same meanings when used in this Deed;
- (j) a reference to the making of an administration order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of the Company's property) or 22 (by the Company or the directors of the Company) of Schedule B1 to the Insolvency Act 1986, and
- (k) a reference to making an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act 1986, appointing an administrator under paragraph 14 or 22 of that Schedule, or giving notice under paragraph 15 or 26 of that Schedule of intention to appoint an administrator

1 3 Qualifying floating charge

This Deed contains a qualifying floating charge, and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.2 of this Deed

2 Covenant to pay

The Company covenants with the Lender it will pay the Secured Obligations as and when the same fall due for payment

3 Charging clause

3 1 Fixed charges

As a continuing security for the payment of the Secured Obligations the Company hereby charges in favour of the Lender with full title guarantee the following assets, both present and future, from time to time owned by the Company or in which the Company is from time to time interested

- (a) by way of first legal mortgage all the freehold and leasehold property specified in schedule 1 hereto together with all buildings and fixtures (including trade fixtures) at any time thereon,
- (b) by way of first legal mortgage all other freehold and leasehold property (if any) wherever situated together with all buildings and fixtures (including trade fixtures) at any time thereon,

- (c) by way of first fixed charge all other interests (not being charged by clauses 3 1(a) or 3 1(b) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (d) by way of first fixed charge all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating to the same,
- (e) by way of first fixed charge all Investments together with all Distribution Rights from time to time accruing thereto,
- (f) by way of first fixed charge all rights and interests of the Company in and claims under all policies of insurance and all proceeds thereof either now or in the future held by, or written in favour of, the Company or in which the Company is otherwise interested,
- (g) by way of first fixed charge all book and other debts, revenues and monetary claims of the Company and all rights and claims of the Company against third parties and against any security in respect of such debts, revenues or claims;
- (h) by way of first fixed charge all monies from time to time standing to the credit of any and all accounts with any bank, financial institution, or other person,
- (i) by way of first fixed charge all Intellectual Property,
- (j) by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets, and
- (k) by way of first fixed charge all the goodwill and uncalled capital of the Company

3 2 Floating charge

As further continuing security for the payment of the Secured Obligations the Company hereby charges with full title guarantee in favour of the Lender by way of first floating charge all its assets and undertaking whatsoever and wheresoever both present and future not effectively charged by way of first fixed charge pursuant to the provisions of clause 3 1

3 3 Conversion of floating charge

The Lender may, at any time by notice in writing to the Company convert the floating charge created pursuant to clause 3 2 above into a fixed charge as regards such assets as it shall specify in the notice in the event that

- (a) an Event of Default has occurred and is continuing unremedied or unwaived, or
- (b) the Lender is reasonably of the view that (i) such assets are in danger of being seized or (ii) any legal process or execution is being enforced against such assets,

and by way of further assurance the Company shall promptly execute a fixed charge over such assets in such form as the Lender shall require.

3 4 Automatic conversion of floating charge

If:

- (a) the Company creates (or purports to create) any Security on or over any of the Charged Property not expressed to be subject to a fixed charge under this Deed (a

Floating Charge Asset) (unless the creation of such Security is permitted in writing by the Lender or is permitted under the terms of the Finance Documents); or

- (b) any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Company,

the floating charge created by this Deed will automatically (without notice) be converted into a fixed charge over the relevant Floating Charge Asset or, in the circumstances described in clause 3 4(c), all Floating Charge Assets, immediately such event occurs

3 5 Leasehold interests containing prohibition on charging

- (a) Until the relevant consent has been obtained, there shall be excluded from the charge created by clause 3 1 (and from the operation of the further assurance provisions set out in clause 5) any leasehold property held by the Company under a lease the terms of which either preclude absolutely the Company from creating any charge over its leasehold interest in such property or require the consent of any third party prior to the creation of such charge and such consent shall not have been previously obtained (each an **Excluded Property**)
- (b) With regard to each Excluded Property, the Company undertakes to make application for the consent of the relevant third party to the creation of the charge contained in clause 3 1 (or to be created pursuant to clause 5) within 28 days of the date hereof and, in respect of each lease which provides that the relevant third party will not unreasonably withhold its consent, to use all reasonable endeavours to obtain such consent as soon as possible and to keep the Lender informed of the progress of its negotiations with such third parties
- (c) Forthwith, upon receipt of the relevant third party's consent as aforesaid, the relevant Excluded Property shall thereupon stand charged to the Lender pursuant to the terms of clause 3.1 above. If required by the Lender at any time following receipt of such consent the Company will execute a valid legal mortgage in such form as the Lender shall reasonably require

4 Continuing security

- 4 1 This security is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Company or any other person of the whole or any part of the Secured Obligations
- 4 2 This security is to be in addition and without prejudice to any other security or securities which the Lender may now or hereafter hold for the Secured Obligations or any part thereof and this security may be enforced against the Company without first having recourse to any other rights of the Lender

5 Further assurance

5 1 General

- (a) The Company will at its own expense promptly execute such deeds, assurances, agreements, instruments and otherwise do such acts and things as the Lender may reasonably require for perfecting and protecting the security created (or intended to be created) by this Deed or facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the Lender's rights hereunder. In particular, but without limitation, the Company will

- (i) execute a valid legal mortgage (in such form as the Lender shall reasonably require) of any freehold or leasehold property now or in the future belonging to the Company which is not hereby effectively charged by way of legal mortgage,
 - (ii) execute a legal assignment (in such form as the Lender shall reasonably require) over all or any of the debts, rights, claims and contracts hereby charged,
 - (iii) execute a valid fixed charge (in such form as the Lender shall reasonably require) over any asset the subject of the floating charge hereunder,
 - (iv) otherwise execute all transfers, conveyances, assignments and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Lender may think expedient
- (b) Any document required to be executed by the Company pursuant to this clause 5.1 will be prepared at the cost of the Company

5.2 Land Registry

- (a) In relation to real property situated in England and Wales title to which is registered or is to be registered at the Land Registry, the Company consents to the lodgement at the Land Registry of an application by or on behalf of the Lender for a restriction to be entered on the register of title of all present and future registered freehold and leasehold property of the Company (and any unregistered properties subject to compulsory first registration at the date of this Deed) in the following terms

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated *[date]* in favour of *[chargee]* referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its authorised signatory".

- (b) Subject to the terms of the documents under which the Secured Obligations arise, the Lender is under an obligation to make further advances to the Company in accordance with the terms of such documents, and for the purposes of sub-section 94(1)(c) of the Law of Property Act 1925, sub-section 49(3) of the Land Registration Act 2002 and Rule 108 of the Land Registration Rules 2003, the obligation on the Lender to make further advances will be deemed to be incorporated in this Deed as if the same were set out in this Deed. For the purposes of the Land Registration Rules 2003 and sub-section 49(3) of the Land Registration Act 2002, the Company hereby consents to the lodgement at the Land Registry of an application by or on behalf of the Lender for the entry of a note of the obligation to make further advances on the register of title of all present and future registered freehold and leasehold property of the Company (and any unregistered properties subject to compulsory first registration at the date of this Deed).

5.3 Register of Trade Marks

The Company as registered proprietor hereby appoints the Lender its agent to apply for the particulars of this Deed and of the Lender's interest in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of the Company to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994 and the Company hereby agrees to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks

6 Negative pledge and disposal restrictions

Except to the extent permitted by the Facility Documents, during the continuance of the security created by this Deed, the Company will not, without the prior consent in writing of the Lender

- (a) create or agree or attempt to create or permit to subsist (in favour of any person other than the Lender) any Security over the whole or any part of the Charged Property, or
- (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of or cease to exercise direct control over all or any part of the Charged Property or any interest therein (other than assets the subject of the floating charge only on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same or agree or attempt to do so, or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property

7 Representations and warranties

The Company represents and warrants to the Lender on the date hereof and on each day that the Loan or any other sum payable under the Finance Documents remains outstanding in the terms set out in clauses 7(a) to 7(j) below

- (a) it is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation,
- (b) it has the power to own its assets and carry on its business as it is presently being conducted,
- (c) the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations subject to the Reservations,
- (d) the entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with
 - (i) any law or regulation applicable to the Company,
 - (ii) the constitutional documents of the Company,
 - (iii) any agreement or instrument binding upon the Company or any of its assets, nor
 - (iv) oblige it to create any Security over any of its assets;
- (e) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and deliver of, this Deed,
- (f) all Authorisations required to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed have been obtained or effected and are in full force and effect,
- (g) it is and has at all times been in compliance with all Environmental Laws relating to the conduct of its business or the ownership and use of its assets,
- (h) all Authorisations required by it under Environmental Law are in full force and effect and there has been no breach of any condition or restriction imposed in any such

Authorisation and no circumstances have arisen which would entitle any person to amend, revoke, suspend or refuse any such Authorisation,

- (i) no circumstances have arisen which are likely to give rise to a claim or proceedings under Environmental Law by any person against the Company, and
- (j) schedule 1 identifies all freehold and leasehold properties (if any) beneficially owned by it as at the date of this Deed to which the Company has a good and marketable title and there are to its knowledge no proceedings, actions or circumstances relating to any of such freehold or leasehold property which materially and adversely affect their value or the ability of it to use such properties for the purposes for which they are required to be used by it

8 Undertakings

8.1 Duration of undertakings

The Company undertakes to the Lender in the terms of the following provisions of this clause 8, such undertakings to commence on the date of this Deed and to continue for so long as the security constituted by this Deed (or any part thereof) remains in force

8.2 General undertakings

- (a) It will conduct and carry on its business in a proper and efficient manner
- (b) It will not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Lender of the security constituted by this Deed.
- (c) It will keep all plant, machinery, fixtures, fittings, vehicles, computers and other equipment comprised in the Charged Property in good and substantial repair and in good working order
- (d) It will observe and perform all covenants and stipulations from time to time affecting the Charged Property (including, without limitation, any lease) or the mode of user or the enjoyment of the same, make all payments, carry out all registrations or renewals and generally use all reasonable endeavours to preserve, maintain and renew when necessary or desirable all Intellectual Property owned by the Company or in which the Company is interested and all the Charged Property

8.3 Property Undertakings

- (a) It will keep the Premises in a good and substantial state of repair and not without the prior written consent of the Lender (not to be unreasonably withheld or delayed) erect any buildings or structures on the Premises or demolish all or any part of the Premises or make any material additions or structural or other material alteration to or change the use of the Premises or any part thereof or do or suffer to be done anything in relation to the Premises which constitutes development (as that expression is defined in the Planning Acts)
- (b) It will observe and perform all covenants, agreements and stipulations from time to time affecting its interest in the Premises or the mode of user or the enjoyment of the same and not do or suffer to be done any act or thing whereby any of its leasehold interest in the Premises may become liable to forfeiture or otherwise be determined.
- (c) It will punctually pay and indemnify the Lender and any Receiver against all present and future rents, rates, taxes, assessments and outgoings of whatsoever nature imposed upon or payable in respect of the Premises or any part thereof or by the owner or occupier thereof

- (d) It will notify the Lender immediately before contracting to purchase any estate or interest in freehold or leasehold property and supply the Lender with such details of the purchase as the Lender may from time to time request. It will forthwith notify the Lender in writing of the acquisition by it of any freehold or leasehold property and upon being requested so to do by the Lender at its own expense execute and deliver to the Lender a legal mortgage in favour of the Lender of any freehold and leasehold properties so acquired by it after the date hereof and all fixtures and fittings thereon by way of security for payment of the Secured Obligations, such legal mortgage to be in such form as the Lender shall reasonably require and containing terms substantially the same as, but no more onerous than, this Deed. In the case of any leasehold property where the consent of the landlord (in which the reversion is vested) needs to be obtained in order for the Company to execute any such legal mortgage, the Company shall exercise all reasonable endeavours to obtain such consent and shall comply with its obligations under this clause 8.3(d) forthwith upon such consent being forthcoming.
- (e) It will not do or allow or omit to be done any act, matter or thing whereby any provisions of or regulations made under the Planning Acts shall be infringed nor contravene any other statutory provision or regulation or order of any local or other authority whatever affecting the Premises nor make any application for the grant of planning permission within the meaning of the Planning Acts.
- (f) It will within 7 days after receipt by it of any notice or order (a **Direction**) served on or issued to it by any local or other authority (whether under the Planning Acts or otherwise) in respect of the Premises
 - (i) give full particulars of the Direction to the Lender and, if so requested by the Lender, produce the Direction or a copy thereof to the Lender, and
 - (ii) advise the Lender from time to time of the steps taken or proposed to be taken by it to comply with the terms of the Direction, and
 - (iii) as soon as reasonably practicable take all reasonable or necessary steps to comply with the Direction, and
 - (iv) at the request of the Lender (but at the cost of the Company) make or join with the Lender in making such objections or representations against or in respect of any proposal contained in the Direction as the Lender shall deem expedient in order to protect the Lender's security interest in the Premises.
- (g) It will permit the Lender and such person or persons as it shall nominate at all reasonable times during business hours and on not less than 24 hours' written notice to it to enter into and upon the Premises to view the state and condition of the Premises and forthwith after service by the Lender of notice of any defect or want of repair without delay promptly remedy such defect or want of repair.
- (h) It will not without the prior written consent of the Lender (not to be unreasonably withheld or delayed) grant any lease or tenancy of the Premises or any part thereof or grant any person any contractual licence or the right to occupy the Premises or otherwise part with possession of the Premises or any part of the Premises.
- (i) It will pay the rents reserved by and observe and perform the covenants, stipulations and conditions contained in any leases comprised in the Premises and on its part as tenant to be paid, observed and performed and to use all reasonable endeavours to procure the observance and performance by the landlord under the said leases of the covenants, stipulations and conditions to be performed on the part of the landlord.
- (j) It will not without the prior written consent of the Lender (not to be unreasonably withheld or delayed) alter or vary or agree to alter or vary the terms of any lease in any material respect or surrender, cancel, dispose of or permit to be forfeited any

leasehold interest under which the Premises are held whether such lease be a lease under which it holds the Premises or superior thereto or a lease which it has (with the Lender's consent) granted

- (k) It will to the extent that there are any leases granted by it (with the consent of the Lender), use all reasonable endeavours to procure that the payment by such tenants to whom such leases have been granted of the rents reserved by and the observance and performance of the covenants, stipulations and conditions contained in such leases and to itself observe and perform the covenants, stipulations and conditions on its part to be observed and performed under such leases
- (l) It will give immediate notice to the Lender if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease comprised in the Premises.

8.4 **Collection of Book Debts**

The Company will

- (a) collect (as agent for the Lender) all book and other debts and all the other rights and claims (**Charged Debts**) charged to the Lender under this Deed and pay into such specially designated account with any bank as the Lender may from time to time direct (**Collection Account**) all money which it shall receive in respect thereof forthwith on receipt and pending such payment to hold all money so received upon trust for the Lender;
- (b) not, without the prior written consent of the Lender, charge, factor, discount or assign any of the Charged Debts, in favour of any other person or purport to do so;
- (c) where the Collection Account is not maintained with the Lender, procure that the bank with whom the Collection Account is maintained has signed and delivered to the Lender a letter in the form set out in schedule 2,
- (d) not, without the prior written consent of the Lender, withdraw all or any monies from time to time standing to the credit of the Collection Account; and
- (e) not, without the prior written consent of the Lender, set off, postpone or release any of the Charged Debts or do or omit to do anything which may delay or prejudice the full recovery of all Charged Debts

8.5 **Investments**

- (a) Forthwith upon execution of this Deed the Company will deliver to the Lender (or as it shall direct) all certificates and other documents of title to the Investments together with stamped stock transfer forms in respect of each of the same executed in blank (except for the number and class of shares and the name of the transferor) and left undated
- (b) The Lender may at any time following the occurrence of an Event of Default which is continuing (unremedied or unwaived) or if the Lender reasonably considers that the security constituted by this Deed is in jeopardy complete the instruments of transfer on behalf of the Company in favour of itself or such other person as it shall select
- (c) Until an Event of Default occurs.
 - (i) the Company will be entitled to receive and retain all dividends, distributions and other monies paid on or derived from the Investments charged by it under this Deed, and

- (ii) the Company will be entitled to exercise all voting and other rights and powers attaching to the Investments charged by it under this Deed, provided that it will not exercise any such voting rights or powers in a manner prejudicial to the interests of the Lender under this Deed
- (d) At any time when any Investments are registered in the name of the Lender or its nominee the Lender will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee or to verify that the correct amounts are paid or received or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments

8 6 **Insurances**

- (a) The Company shall effect
 - (i) insurance of the Premises and the plant and machinery on the Premises on a full reinstatement basis, including, without limitation, site clearance, professional fees, VAT, subsidence and not less than 3 years' loss of rent on all leases or tenancies applicable to any of the Premises,
 - (ii) third party liability insurances in respect of the Premises,
 - (iii) insurance against acts of terrorism in respect of the Premises, and
 - (iv) such insurances in relation to its business or assets as a prudent company in the same business would effect,

all such insurances to be in amount and in form and with an insurance company or underwriters acceptable to the Lender (acting reasonably)
- (b) The Company shall procure that the Lender is noted as mortgagee and loss payee on each such insurance policy and that every such policy shall contain
 - (i) a standard mortgagee clause whereby such insurance shall not be vitiated or avoided as against a mortgagee in the event or as a result of any misrepresentation, act or neglect or failure to make disclosure on the part of the insured party or any circumstance beyond the control of the insured party, and
 - (ii) terms providing that it shall not be invalidated so far as the Lender is concerned for failure to pay any premium due without the insurer first giving to the Lender not less than 14 days' notice
- (c) The Company shall use its best endeavours to procure that there be given to the Lender copies of all policies of insurance in which the Company has an interest and such other information in connection with those policies as the Lender may reasonably require and will notify the Lender of all renewals, material variations and cancellations of policies made or, to the knowledge of the Company, threatened or pending
- (d) The Company shall not do or permit to be done anything which may make void or voidable any of the policies of insurance in which it has an interest
- (e) The Company shall promptly pay all premiums and do all other things necessary to keep all of the policies of insurance in which it has an interest in full force and effect

8 7 Deposit of documents

Subject to the rights of any prior mortgagee, the Company will promptly on request deposit with the Lender (or as it shall direct)

- (a) all deeds and documents of title relating to the Premises,
- (b) all stocks and share certificates and other documents of title relating to the Investments charged hereby and such deeds of transfer in blank and other documents as the Lender may from time to time require for perfecting the title of the Lender to the Investments (duly executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser,
- (c) all policies of insurance for the time being charged pursuant to this Deed, and
- (d) all such other documents relating to the Charged Property as the Lender may from time to time reasonably require

8 8 Retention of documents

The Lender may retain any document delivered to it pursuant to clause 8 7 or otherwise until the security created by this Deed is released and if, for any reason it ceases to hold any such document before such time, it may by notice to the Company require that the relevant document be redelivered to it and the Company shall immediately comply (or procure compliance) with such notice.

8 9 Power to remedy

If the Company fails to comply with any of the covenants set out in clauses 8 1 to 8 7 the Company will allow (and hereby irrevocably authorises) the Lender and/or such persons as it shall nominate to take such action on behalf of the Company as shall be necessary to ensure that such covenants are complied with. In particular but without limitation, if the Company shall be in default of effecting or maintaining insurances or in producing any such policy or receipt to the Lender on demand or as required by the Facility Documents, the Lender may take out or renew such insurances in any sum which the Lender may think expedient and all money expended and costs incurred by the Lender under this provision shall form part of the Secured Obligations

8.10 Indemnity

The Company will indemnify the Lender and will keep the Lender indemnified against all losses and reasonable costs, charges and expenses properly incurred by the Lender as a result of a breach by the Company of its obligations under clauses 8 1 to 8 7 and in connection with the exercise by the Lender of its rights contained in clause 8 9 above (other than those which arise due to the Lender's negligence or wilful default). All sums the subject of this indemnity will be payable by the Company to the Lender on demand and if not so paid will bear interest at the Default Rate. Any unpaid interest will be compounded with monthly rests

9 Attorney

The Company hereby irrevocably and by way of security appoints the Lender and every Receiver of the Charged Property or any part thereof appointed hereunder and any person nominated for the purpose by the Lender or any Receiver (in writing under hand signed by an officer of the Lender or any Receiver) severally as its Attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the relevant Company's seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Deed or which may be required or deemed proper in the exercise of

any rights or powers conferred on the Lender or any Receiver hereunder or otherwise for any of the purposes of this Deed and the Company hereby covenants with the Lender to ratify and confirm all acts or things made, done or executed by such attorney as aforesaid

10 Enforcement and powers of the Lender

- 10.1 The restriction on the consolidation of mortgages imposed by section 93 of the Law of Property Act 1925 shall not apply to this Deed or to any security given to the Lender pursuant to this Deed
- 10.2 Section 103 of the Law of Property Act 1925 shall not apply to the charges created by this Deed which shall immediately become enforceable and the power of sale and other powers conferred by section 101 of such Act (as varied or extended by this security) shall be immediately exercisable at any time after this security shall have become enforceable pursuant to Condition 11.13 of the Conditions
- 10.3 The powers conferred on mortgagees or receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the security constituted by this Deed except insofar as they are expressly or impliedly excluded and where there is ambiguity or conflict between the powers contained in such Acts and those contained in this Deed, those contained in this Deed shall prevail
- 10.4 The statutory power of sale exercisable by the Lender under this Deed is hereby extended so as to authorise the Lender to sever any fixtures from the property to which they are attached and sell them separately from such property
- 10.5 At any time after the charges created by this security shall have become enforceable or if so requested by the Company, the Lender may by writing under hand signed by any officer or manager of the Lender appoint any person (or persons):
- (a) to be a Receiver of all or any part of the Charged Property, or
 - (b) to be an administrator of the Company
- 10.6 The statutory powers of leasing and accepting surrenders conferred upon the Lender by the Law of Property Act 1925 shall be extended so as to authorise the Lender to lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as the Lender thinks fit without the need to comply with any of the provisions of sections 99 and 100 of such Act
- 10.7 All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as hereby varied or extended and all or any of the rights and powers conferred by this Deed on a Receiver (whether expressly or impliedly) may be exercised by the Lender without further notice to the Company at any time after this security shall have become enforceable and the Lender may exercise such rights and powers irrespective of whether the Lender has taken possession or has appointed a Receiver of the Charged Property

11 Status, powers, removal and remuneration of Receiver

- 11.1 Any Receiver appointed hereunder shall be the agent of the Company and the Company shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Lender be in any way responsible for any misconduct, negligence or default of the Receiver
- 11.2 Any Receiver appointed hereunder shall have power in addition to the powers conferred by the Law of Property Act 1925 and Schedule 1 of the Insolvency Act 1986 (which are hereby incorporated in this Deed) and notwithstanding the liquidation of the Company

- (a) to take possession of, collect and get in all or any part of the Charged Property and for that purpose to take any proceedings in the name of the Company or otherwise as he thinks fit,
- (b) generally to manage the Charged Property and to manage or carry on, reconstruct, amalgamate, diversify or concur in carrying on the business or any part thereof of the Company as he may think fit,
- (c) to make any arrangement or compromise or enter into or cancel any contracts which he shall think expedient in the interests of the Lender,
- (d) for the purpose of exercising any of the powers, authorities and discretions conferred on him by this Deed and/or defraying any costs or expenses which may be incurred by him in the exercise thereof or for any other purpose to raise or borrow money or incur any other liability on such terms whether secured or unsecured as he may think fit and whether to rank for payment in priority to this security or not;
- (e) without restriction to sell, let or lease, or concur in selling, letting or leasing, and to vary the terms of, determine, surrender or accept surrenders of, leases or tenancies of, or grant options and licences over or otherwise dispose of or deal with, all or any part of the Charged Property without being responsible for loss or damage, and so that any such sale, lease or disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration, and the Receiver may form and promote, or concur in forming and promoting, a company or companies to purchase, lease, licence or otherwise acquire interests in all or any of the Charged Property or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Charged Property on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit;
- (f) to make and effect all repairs, renewals and improvements to the Charged Property or any part of it as he may think fit and maintain, renew, take out or increase insurances,
- (g) to exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the Company and comprised in the Charged Property in such manner as he may think fit,
- (h) to redeem any prior encumbrance and settle and pass the accounts of the person entitled to the prior encumbrance so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Company and the money so paid shall be deemed to be an expense properly incurred by the Receiver,
- (i) to appoint and discharge employees, officers, managers, agents, professionals and others for any of the purposes hereof or to guard or protect the Charged Property upon such terms as to remuneration or otherwise as he may think fit and to dismiss the same or discharge any persons appointed by the Company;
- (j) to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the Company or relating in any way to the Charged Property or any part thereof,
- (k) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings or submit to arbitration in the name of the Company in relation to the Charged Property or any part thereof as he shall think fit,
- (l) to sever and sell plant, machinery or other fixtures sold separately from the property to which they may be annexed;

- (m) to implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Charged Property and do all acts and things incidental thereto;
 - (n) to purchase or acquire any land and purchase, acquire or grant any interest in or right over land,
 - (o) to make calls conditionally or unconditionally on the members of the Company in respect of uncalled capital,
 - (p) to exercise on behalf of the Company and without the consent of or notice to that Company all the powers conferred on a landlord or a tenant by the Landlord and Tenant Acts, the Rent Acts, the Housing Acts or any other legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Premises; and
 - (q) to do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by the Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property and to use the name of that Company for all the purposes aforesaid
- 11 3 The Lender may by written notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason and may (subject to the provision of any applicable law) replace an administrator of the Company previously appointed by the Lender where there is a vacancy in such office
- 11 4 The Lender may from time to time fix the remuneration of any Receiver appointed by it
- 11.5 If at any time there is more than one Receiver of all or any part of the Charged Property, each Receiver may exercise individually all of the powers conferred on a Receiver under this Deed and to the exclusion of the other Receiver or Receivers (unless the document appointing such Receiver states otherwise)
- 12 Application of moneys**
- 12 1 All moneys received by the Lender or any Receiver appointed hereunder shall be applied in the following order:
- (a) in payment of the costs, charges and expenses incurred, and payments made, by the Lender and/or any Receiver (including the payment of preferential debts),
 - (b) in payment of remuneration to the Receiver at such rates as may be agreed between him and the Lender at or any time after his appointment;
 - (c) in or towards satisfaction of the Secured Obligations (in such order as the Lender shall require), and
 - (d) the surplus (if any) shall be paid to the Company or other person entitled to it
- 12 2 Following the enforcement of this Deed in accordance with clause 10.2, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Lender (or if not paid by the insurers directly to the Lender shall be held on trust for the Lender) and shall, at the option of the Lender, be applied in replacing or reinstating the property or assets destroyed, damaged or lost (any deficiency being made good by the

Company) or (except in the case of leasehold premises) in reduction of the Secured Obligations

- 12.3 Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed
- 12.4 Subject to clause 12.1, any moneys received or realised by the Lender from a Company or a Receiver under this Deed may be applied by the Lender to any item of account or liability or transaction to which they may be applicable in such order or manner as the Lender may determine
- 12.5 The Lender and any Receiver may place and keep (for such time as it shall think prudent) any money received, recovered or realised pursuant to this Deed in or at a separate suspense account (bearing interest at the Lender's normal rate for such an account) for so long and in such manner as the Lender may from time to time determine (to the credit of the Company or the Lender as the Lender shall think fit) and the Receiver may retain the same for such period as he and the Lender consider expedient without having any obligation to apply the same or any part thereof in or towards discharge of the Secured Obligations

13 Protection of third parties

- 13.1 No purchaser from, or other person dealing with, the Lender and/or any Receiver shall be obliged or concerned to enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by this Deed has arisen or become exercisable, or whether any of the Secured Obligations remain outstanding or be concerned with notice to the contrary, or whether any event has happened to authorise the Receiver to act or as to the propriety or validity of the exercise or purported exercise of any such power and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters
- 13.2 The receipt of the Lender or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Lender or any Receiver
- 13.3 In clauses 13.1 and 13.2 "purchaser" includes any person acquiring, for money or money's worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Charged Property

14 Protection of Lender and Receiver

- 14.1 Neither the Lender nor any Receiver shall be liable in respect of all or any part of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless such loss or damage is caused by its or his gross negligence or wilful acts of default and recklessness.
- 14.2 Without prejudice to the generality of clause 14.1, entry into possession of the Charged Property shall not render the Lender or the Receiver liable to account as mortgagee in possession and if and whenever the Lender enters into possession of the Charged Property, it shall be entitled at any time at its discretion to go out of such possession.

15 Costs and expenses

- 15.1 The Company will fully indemnify the Lender and any Receiver appointed hereunder on demand from and against any expense (including legal fees), loss, damage or liability which the Lender (or any Receiver) may incur in connection with the negotiation, preparation, execution, modification, amendment, release and/or enforcement or attempted enforcement of, or preservation of the Lender's (or any Receiver's) rights under, this Deed or in relation to any of the Charged Property, including any present or future stamp or other taxes or duties and any penalties or interest with respect thereto which may be imposed by any competent

jurisdiction in connection with the execution or enforcement of this Deed or in consequence of any payment being made pursuant to this Deed (whether made by the Company or a third person) being impeached or declared void for any reason whatsoever

- 15.2 The amounts payable under clause 15.1 above shall carry default interest at the Default Rate as well after as before judgment, from the dates on which they were paid, incurred or charged by the Lender or the Receiver (as the case may be) and shall form part of the Secured Obligations and accordingly be secured on the Charged Property under the charges contained in this Deed. All such default interest shall be compounded on the last day of each month
- 15.3 The Lender and any Receiver, attorney, agent or other person appointed by the Lender under this Deed and the officers and employees of the Lender (each an **Indemnified Party**) shall be entitled to be indemnified out of the Charged Assets in respect of all costs and losses, which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising out of or as a consequence of:
- (a) anything done or omitted in the exercise, or purported exercise, of the powers contained in this Deed; or
 - (b) any breach by the Company of any of its obligations under this Deed, or
 - (c) any claim made or asserted against an Indemnified Party under Environmental Law which would not have arisen if this Deed had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party

16 Other security, cumulative powers and avoidance of payments

- 16.1 This security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice or be affected by any other security interest, right of recourse or other right whatsoever, present or future, (or the invalidity thereof) which the Lender may now or at any time hereafter hold or have (or would apart from this security hold or have) from the Company or any other person in respect of the Secured Obligations
- 16.2 The powers which this Deed confers on the Lender, and any Receiver appointed hereunder are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the Lender or the Receiver thinks appropriate. The Lender or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The Company acknowledges that the respective powers of the Lender, and the Receiver will in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing
- 16.3 If the Lender reasonably considers that any amount paid by the Company in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the Company or otherwise, then for the purposes of this Deed such amount shall not be considered to have been paid
- 16.4 Any settlement or discharge between the Company and the Lender shall be conditional upon no security or payment to the Lender by the Company or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without limiting the other rights of the Lender hereunder) the Lender shall be entitled to recover from the Company the value which the Lender has placed upon such security or the amount of any such payment as if such settlement or discharge had not occurred

17 Notice of subsequent charge

If the Lender receives notice of any subsequent Security or other interest affecting all or any of the Charged Property it may open a new account or accounts for the Company in its books and if it does not do so then (unless it gives express written notice to the contrary to the Company) as from the time of receipt of such notice by the Lender all payments made by the Company to the Lender (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Secured Obligations

18 Exclusion of powers of leasing

During the continuance of this security the statutory and other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Company in relation to the Charged Property or any part thereof.

19 Delegation

The Lender may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Lender under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Lender may think fit. The Lender will not be liable or responsible to the Company or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

20 Redemption of prior charges

The Lender may at any time following the security constituted by this Deed becoming enforceable redeem any and all prior Security on or relating to the Charged Property or any part thereof or procure the transfer of such Security to itself and may settle and pass the accounts of the person or persons entitled to the prior Security. Any account so settled and passed shall be conclusive and binding on the Company. The Company will on demand pay to the Lender all principal monies, interest, costs, charges, losses, liabilities and reasonable expenses of and incidental to any such redemption or transfer.

21 Set-off

21.1 The Lender may at any time after the occurrence of an Event of Default which is continuing (without notice to the Company)

(a) set-off or otherwise apply sums standing to the credit of the Company's accounts with the Lender (irrespective of the terms applicable to such accounts and whether or not such sums are then due for repayment to the Lender,

(b) set-off any other obligations (whether or not then due for performance) owed by the Lender to the Company,

in or towards satisfaction of the Secured Obligations

21.2 The Lender may exercise such rights notwithstanding that the amounts concerned may be expressed in different currencies and the Lender is authorised to effect any necessary conversions at a market rate of exchange selected by it.

21.3 If the relevant obligation or liability is unliquidated or unascertained the Lender may set-off the amount it estimates (in good faith) will be the final amount of such obligation or liability once it becomes liquidated or ascertained.

22 Notices

All notices demands or other communications under this Deed shall be made or given in accordance with the Facility Documents

23 No implied waivers

23 1 No failure or delay by the Lender in exercising any right, power or privilege under this Deed shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege

23 2 The rights and remedies of the Lender provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law

23 3 A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given

24 Invalidity of any provision

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

25 Assignment

The Lender may at any time assign or otherwise transfer all or any part of its rights under this Deed in accordance with and subject to the Finance Documents

26 Currency clauses

26 1 All monies received or held by the Lender or any Receiver under this Deed may be converted into such other currency as the Lender considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Lender's spot rate of exchange then prevailing for purchasing that other currency with the existing currency

26 2 No payment to the Lender (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Company unless and until the Lender shall have received payment in full in the currency in which the obligation or liability was incurred and to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency the Lender shall have a further separate cause of action against the Company and shall be entitled to enforce the security constituted by this Deed to recover the amount of the shortfall

27 Certificates conclusive

A certificate, determination, notification or opinion of the Lender as to any amount payable under this Deed will be prima facie evidence thereof except in the case of manifest error

28 Counterparts

28 1 This Deed may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument

28 2 Failure by one or more parties (**Non-Signatories**) to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other parties who do execute this Deed. Such Non-Signatories may execute this Deed (or a counterpart thereof) on a subsequent date and will thereupon become bound by its provisions

29 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

30 Governing law

This Deed (and any dispute, proceedings or claims of whatever nature arising out of or in any way relating to this Deed) shall be governed by and construed in all respects in accordance with English law.

This Deed has been entered into on the date stated at the beginning of this Deed.

Schedule 1

Details of Properties

Registered Land

Company	Address or Description	Title Number
	Freehold land and buildings known as Bury football ground and stadium, Gigg Lane, Bury, BL9 9HR	GM931156

Unregistered Land

Schedule 2

Form of notice to bank operating the Collection Account (Account Bank)

To *[insert name and address of Account Bank]*

Dated ♦

Dear Sirs

Re: **Account No:** *[insert number]* (Account)

Account Branch: *[insert branch address]*

Account Holder: ♦ **Limited**
(Company)

We hereby notify you the Company has charged to ♦ (**Lender**) all its right, title and interest in and to the monies from time to time standing to the credit of the Account and to any other accounts from time to time maintained with you by the Company (**Charged Accounts**) and to all interest (if any) accruing on the Charged Accounts

We hereby irrevocably and unconditionally authorise and instruct you

- 1 to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Lender and accordingly to pay all or any part of those monies to the Lender (or as it may direct) promptly following receipt of written instructions from the Lender to that effect, and
- 2 to disclose to the Lender such information relating to the Company and the Charged Accounts as the Lender may from time to time request you to provide
- 3 We also advise you that
 - (a) the Company may not withdraw any monies from the Charged Accounts without first having obtained the prior written consent of the Lender, and
 - (b) the provisions of this Notice may only be revoked or varied with the prior written consent of the Lender
- 4 Please sign and return the enclosed copy of this notice to the Lender (with a copy to the Company) by way of your confirmation that:
 - (a) you agree to act in accordance with the provisions of this notice,
 - (b) you have not received notice that the Company has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party, and

- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Lender

By counter-signing this notice the Lender confirms that the Company may make withdrawals from the Charged Accounts until such time as the Lender shall notify you (with a copy to the Company) in writing that such permission is withdrawn. Such permission may be withdrawn or modified by the Lender in its absolute discretion at any time

The provisions of this notice are governed by English law.

Yours faithfully

.. ..

for and on behalf of

♦ **Limited**

Counter-signed by

.

for and on behalf of

[]

To. ♦

Copy to ♦ Limited

We hereby acknowledge receipt of the above letter, of which this is a duplicate and confirm the matters set out in paragraph 4 above

.

for and on behalf of

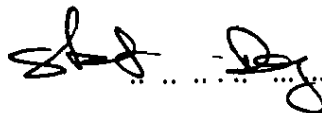
[Insert name of Account Bank]

Dated ♦

SIGNATORIES TO THE DEBENTURE

The Company

Executed as a deed by **The Bury Football Club Limited** acting by one director in the presence of:-



Director


Signature of Witness

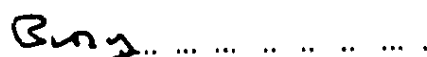


Name (in BLOCK CAPITALS)



Address






.....

The Lender

Executed as a deed by **SG Sports Management Limited** acting by one director in the presence of:-



Director


Signature of Witness:

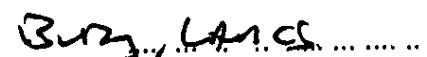


Name (in BLOCK CAPITALS):



Address





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