



Registration of a Charge

Company Name: **SIGMA SPORTS LIMITED**

Company Number: **04842265**



XC7HKKQA

Received for filing in Electronic Format on the: **10/07/2023**

Details of Charge

Date of creation: **30/06/2023**

Charge code: **0484 2265 0009**

Persons entitled: **U.S. BANK TRUSTEES LIMITED**

Brief description: **FIXED CHARGE OVER ITS INTERESTS IN ALL FREEHOLD PROPERTY, INCLUDING OVER REGISTERED LAND WITH TITLE NUMBER SGL330620. ALL INVESTMENTS, ALL PLANT, AND MACHINERY, ALL RIGHTS OF ANY ACCOUNT, ALL RIGHTS IN RESPECT TO CONTRACTS AND AGREEMENTS, INTELLECTUAL PROPERTY, AND GOODWILL. FOR ALL FURTHER INFORMATION PLEASE REFER TO THE DEED.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

COOLEY (UK) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4842265

Charge code: 0484 2265 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2023 and created by SIGMA SPORTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th July 2023 .

Given at Companies House, Cardiff on 11th July 2023

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



Companies House



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

SECURITY AGREEMENT

DATED 30 June 2023

BETWEEN

MARTIN TOPCO LIMITED

AND

MARTIN BIDCO LIMITED

AND

SIGMA SPORTS HOLDINGS LIMITED

AND

SIGMA SPORTS LIMITED

as CHARGORS

AND

U.S. BANK TRUSTEES LIMITED

as SECURITY AGENT

Cooley

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THIS DEED is dated 30 June 2023 and made

BETWEEN:

- (1) **THE COMPANIES** listed in SCHEDULE 1 (The Chargors) (each a "**Chargor**" and together, the "**Chargors**"); and
- (2) **U.S. BANK TRUSTEES LIMITED** incorporated in England and Wales with registered number 02379632 whose registered office is at 125 Old Broad Street, Fifth Floor, London, EC2N 1AR as security trustee for the Secured Parties (the "**Security Agent**") as security trustee for the Secured Parties (as defined below).

BACKGROUND:

- (A) Each Chargor enters into this Deed in connection with the A1 Loan Note Instrument (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**A1 Loan Note Instrument**" has the meaning given to it in the Loan Note Holder Agreement.

"**A1 Loan Note Documents**" has the meaning given to it in the Loan Note Holder Agreement.

"**Accession Deed**" means a deed substantially in the form set out in SCHEDULE 5 (Accession deed).

"**Account**" means all accounts and any credit balance from time to time on any account opened or maintained by any Chargor with any bank, building society, financial institution or other person (and any replacement account or subdivision or subaccount of that account) and includes all Related Rights.

"**Account Bank**" means a bank with which an Account is maintained.

"**Act**" means the Law of Property Act 1925.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Bank Security**" means any Security Interest created by a member of the Group over any of its assets in favour of a finance party under or in connection with a Senior Financing.

"**Bank Security Documents**" means any document entered into creating or purporting to create Bank Security.

"**Bidco**" means Martin Bidco Limited, a private limited company incorporated in England and Wales with registered number 13064733 and whose registered office is at Augustine House, 6a Austin Friars, London, EC2N 2HA, United Kingdom.

"Charged Assets" means all of the assets and undertaking of each Chargor, both present and future, which from time to time are the subject of any Security Interests created (or expressed or purported to be created) by it in favour of the Security Agent by or pursuant to this Security.

"Charged Specific Contract" means, in relation to a Chargor:

- (a) any agreement, instrument or other document specified under its name in Part 3 of SCHEDULE 2 (Charged Assets); and
- (b) any other agreement to which that Chargor is a party and which is designated in writing as such from time to time by such Chargor and the Security Agent,

and includes all Related Rights.

"Event of Default" has the meaning given to it in the A1 Loan Note Instrument.

"Group" has the meaning given to it in the Loan Note Holder Agreement.

"Intercreditor Agreement" has the meaning given to it in the Loan Note Holder Agreement.

"Investments" means:

- (a) the Shares, and
- (b) all other shares, stocks, debentures, bonds or other securities or investments owned by a Chargor,

and, in each case, includes:

- (i) any dividend, interest or other distribution paid or payable;
- (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
- (iii) any right against any clearance system;
- (iv) any right under any custody or other agreement (including any right to require delivery up of any cash or other assets); and
- (v) any cash or securities account maintained by any custodian or other entity,

in relation to any such share, stock, debenture, bond or other security or investment.

"Investor" has the meaning given to it in the Loan Note Holder Agreement.

"Liabilities" has the meaning given to it in the Loan Note Holder Agreement.

"Loan Note Documents" has the meaning given to it in the Loan Note Holder Agreement.

"Loan Note Holder Agreement" means the deed originally dated 18 February 2021 as amended and/or amended and restated on or about the date of this Deed between, among others, Topco, Bidco, the Target, SSL, the Loan Note Parties, Primary Capital Partners LLP and the Security Agent.

"Loan Note Parties" means the Creditors as defined in the Loan Note Holder Agreement and the Security Agent.

"Party" means a party to this Deed.

"PSC register" means the "PSC register" within the meaning of section 790C(10) of the Companies Act 2006.

"PSC" means a "registrable person" or "registrable relevant legal entity" within the meaning of section 790C(4) and (8) of the Companies Act 2006.

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

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale, transfer, lease, rental or other disposal of any part of all or any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and
- (d) any monies and proceeds paid or payable in respect of all or any part of that asset;
- (e) any awards or judgments in favour of a Chargor in respect of all or any part of that asset; and
- (f) any other assets deriving from or relating to all or any part of that asset.

"Secured Obligations" means all the Liabilities and all other present and future obligations and liabilities at any time due, owing or incurred by each Secured Obligor to any Secured Party under the A1 Loan Note Documents (whether actual or contingent and whether incurred solely or jointly and as a principal or security or in any other capacity whatsoever), except for any obligation which, if it were so included, would result in this Deed contravening section 678 or 679 of the Companies Act 2006).

"Secured Parties" means each A1 Loan Note Holder as defined in the Loan Note Holder Agreement.

"Security" means any Security Interest executed, created, evidenced or conferred by or pursuant to this Deed.

"Security Interest" means any mortgage, charge, assignment, pledge, lien or other security interest securing any obligations of any person or any other agreement or arrangement having the effect of conferring security.

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

"Senior Financing" has the meaning given to it in the Loan Note Holder Agreement.

"Shares" means all present and future shares owned by each Chargor in its Subsidiaries incorporated in England & Wales, including, without limitation, the shares specified under each Chargor's name in Part 2 of SCHEDULE 2 (Charged Assets).

"Short Leasehold Properties" means all leasehold properties for a term of less than 15 years unexpired at the date of acquisition of the lease (whether registered or unregistered) owned by any Chargor under which that Chargor is obliged to pay a rack rent, save where the continuing

occupation of the relevant land or, as the case may be, property is required in order to carry on the business and operations of that Chargor.

“**SPA**” has the meaning given to it in the Loan Note Holder Agreement.

“**SSL**” means Sigma Sports Limited, a private limited company incorporated in England and Wales with registered number 04842265 and whose registered office is at 37-43 High Street, Hampton Wick, Kingston Upon Thames, Surrey, KT1 4DA, United Kingdom.

“**Subsidiary**” has the meaning given to it in the Loan Note Holder Agreement.

“**Target**” means Sigma Sports Holdings Limited, a private limited company incorporated in England and Wales with registered number 11676541 and whose registered office is at 16 Mill Street, Oakham, Rutland, LE15 6EA, United Kingdom.

“**Topco**” means Martin Topco Limited, a private limited company incorporated in England and Wales with registered number 13061497 and whose registered office is at Augustine House, 6a Austin Friars, London, EC2N 2HA, United Kingdom

“**Transaction Security**” has the meaning given to it in the Loan Note Holder Agreement.

1.2 Construction

- (a) Unless defined in this Deed, or the context otherwise requires, a term defined in the A1 Loan Note Documents has the same meaning in this Deed, or any notice given under or in connection with this Deed, as if all references in those defined terms to any A1 Loan Note Documents (as applicable) were a reference to this Deed or that notice.
- (b) References to this Deed or to any other document shall be construed as a reference to this Deed or that other document as amended, varied, novated or supplemented from time to time.
- (c) The provisions of clause 1.2 (Construction) of the A1 Loan Note Documents apply to this Deed as though they were set out in full in this Deed, except that references to the A1 Loan Note Documents will be construed as references to this Deed,
- (d) Any reference in this Deed to:
 - (i) a **clearance system** means a person whose business is or includes the provision of clearance services or security accounts, or any nominee or depositary for that person;
 - (ii) an **A1 Loan Note Document** or any other agreement or instrument is a reference to that A1 Loan Note Document, or other agreement or instrument, as amended, varied, novated, supplemented, extended and/or restated from time to time in accordance with the provisions of this Deed;
 - (iii) any **Party** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the A1 Loan Note Documents;
 - (iv) any **rights** in respect of an asset include all amounts and proceeds paid or payable, all rights to make any demand or claim, and all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;
 - (v) an agreement, instrument or other document **to which it is a party** includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part); and

- (vi) an Event of Default is continuing if it has not been remedied or waived.
- (e) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (f) The terms of the other A1 Loan Note Documents and of any side letters between any Parties in relation to any A1 Loan Note Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (g) If the Security Agent considers that an amount paid to the Secured Parties under a A1 Loan Note Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (h) Unless the context otherwise requires, a reference to a Charged Asset includes the proceeds of any disposal of that Charged Asset.

1.3 Intercreditor Agreement

- (a) This Deed is subject to, and shall be read in accordance with, the terms of the Intercreditor Agreement. In the event of a conflict between the terms of this Deed and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.
- (b) Notwithstanding any provision to the contrary in this Deed, the Parties agree that the Security created under this Deed is subordinated to any Bank Security pursuant to the terms of the Intercreditor Agreement.
- (c) The Security Agent agrees with the Chargors that (i) it shall not require any Chargor to take any action in respect of this Deed which is inconsistent or conflicts with the terms of the Intercreditor Agreement and the Bank Security Documents and (ii) the Chargors shall not be liable under this Deed in respect of any act or omission which is necessary to comply with their obligations under the Intercreditor Agreement and the Bank Security Documents.
- (d) All references in this Deed to the ranking of Security (whether expressed to be "first" or otherwise) shall be subject to the terms of the Intercreditor Agreement and the Bank Security Document.

1.4 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver or any delegate or sub-delegate of the Security Agent or any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Contracts (Rights of Third Parties) Act 1999.

1.5 Effectiveness

Each of the Parties agree and acknowledge that this Deed shall become effective and shall be deemed delivered by each such Party immediately following completion of the acquisition of all of the shares in the capital of the Target by Bidco in accordance with the provisions of the SPA.

2. CREATION OF SECURITY

2.1 General

- (a) Subject to the provisions of the Intercreditor Agreement and any other finance documents entered into in connection with the Senior Financing, each Chargor must pay or discharge the Secured Obligations in the manner provided for in the A1 Loan Note Documents.
- (b) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment of all the Secured Obligations of the relevant Chargor; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) If the rights of a Chargor under a document cannot be secured without the consent of a party to that document or satisfaction of some other condition:
 - (i) that Chargor must notify the Security Agent promptly;
 - (ii) this Security will constitute security over all proceeds and other amounts which that Chargor may receive, or has received, under that document but exclude that Chargor's other rights under the document until that Chargor obtains the required consent or satisfies the relevant condition;
 - (iii) that Chargor must use its reasonable endeavours to obtain the required consent or satisfy the relevant condition; and
 - (iv) if that Chargor obtains the required consent or satisfies the relevant condition:
 - (A) that Chargor must notify the Security Agent promptly; and
 - (B) all that Chargor's rights under the document will immediately be secured in accordance with this Deed.
- (d) The Security Agent holds the benefit of this Deed on trust for itself and the other Secured Parties.

2.2 Land

- (a) Each Chargor charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it (excluding any Short Leasehold Properties), including, but not limited to, the real property (if any) specified under its name in Part 1 of SCHEDULE 2 (Charged Assets); and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property owned by it, but excluding any Short Leasehold Properties.
- (b) A reference in this Clause to a mortgage or charge of any freehold or leasehold property (excluding any Short Leasehold Properties) includes:

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

Each Chargor charges by way of a first fixed charge its interest in all Investments owned by it or held by any nominee, trustee, custodian or clearance system on its behalf and Related Rights in respect of such Investments.

2.4 Plant and machinery

Each Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

2.5 Accounts

Each Chargor charges by way of a first fixed charge all of its rights in respect of any Account.

2.6 Insurances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf, or in which it has an interest.

2.7 Other contracts

- (a) Each Chargor charges by way of a first fixed charge all of its rights in respect of any agreement, instrument or other document to which it is a party, including, but not limited to, the Charged Specific Contracts.
- (b) Paragraph (a) above does not apply to any agreement, instrument or other document to which a Chargor is a party that is subject to any fixed security created under any other term of this Clause.

2.8 Intellectual property

Each Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above,

in each case, whether registered or not and including all applications for any of the rights referred to in paragraphs (a), (b) and (c) above.

2.9 Miscellaneous

Each Chargor charges by way of a first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;

- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Charged Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph 2.9(c) above; and
- (e) its uncalled capital.

2.10 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause.
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Clause into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
 - (i) an Event of Default is continuing; or
 - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,
 under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Clause will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed, or the Security Agent receives notice of an intention to appoint an administrator, in respect of that Chargor.
- (e) The floating charge created by this Clause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. REPRESENTATIONS - GENERAL

3.1 Nature of security

Each Chargor represents and warrants to each Loan Note Party that this Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

3.2 PSC Register

- (a) It has not issued and does not intend to issue any warning notice or restrictions notice under SCHEDULE 1B of the Companies Act 2006 in respect of any shares which constitute Charged Assets.
- (b) It has not received any warning notice or restrictions notice under SCHEDULE 1B of the Companies Act 2006 in respect of any shares which constitute Charged Assets.

3.3 Times for making representations

- (a) The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed.
- (b) Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be made by each Chargor by reference to the facts and circumstances then existing on each date during the Security Period.

3.4 Notice of Event of Default

Each Chargor undertakes to provide the Security Agent with written notice of any Event of Default immediately on such Event of Default occurring, and the Security Agent is not deemed to have notice of an Event of Default unless and until the Security Agent has actually received a written notice describing such Event of Default.

4. RESTRICTIONS ON DEALINGS

No Chargor may:

- (a) create or permit to subsist any Security Interest on any Charged Asset; or
 - (b) sell, transfer, licence, lease or otherwise dispose of any Charged Asset,
- except as expressly allowed under the Senior Financing and the A1 Loan Note Documents.

5. LAND

5.1 General

In this Clause:

"Mortgaged Property" means all freehold or leasehold property included in the definition of **"Charged Asset"** (excluding, for the avoidance of doubt, any Short Leasehold Properties) and, where the context so requires, includes any buildings on that property.

5.2 Compliance with leases

Each Chargor must:

- (a) exercise its rights and comply with its obligations under each lease comprised in its Mortgaged Property in a proper and timely manner; and
- (b) not do or allow to be done any act as a result of which any lease comprised in its Mortgaged Property may become liable to forfeiture or otherwise be terminated.

5.3 Maintenance

Each Chargor must ensure that all buildings, plant, machinery, fixtures and fittings on its Mortgaged Property are in and are maintained in:

- (a) good and substantial repair and condition and, as appropriate, good working order; and
- (b) such repair, condition and order as to enable them to be let in accordance with all applicable laws and regulations; for this purpose, a law or regulation will be regarded as applicable if it is either:
 - (i) in force; or

- (ii) expected to come into force and a prudent property owner in the same business as that Chargor would ensure that its buildings, plant, machinery, fixtures and fittings were in such condition, repair and order in anticipation of that law or regulation coming into force.

5.4 Notices

Each Chargor must, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public, local or other authority with respect to its Mortgaged Property (or any part of it):

- (a) deliver a copy to the Security Agent; and
- (b) inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant requirement, order or notice.

5.5 Power to remedy

- (a) If a Chargor fails to perform any obligations under the A1 Loan Note Documents affecting its Mortgaged Property, that Chargor must allow the Security Agent or any of its agents and contractors:
 - (i) to enter any part of its Mortgaged Property;
 - (ii) to comply with, or object to any notice served on that Chargor in respect of its Mortgaged Property; and
 - (iii) to take any action that the Security Agent may consider necessary or desirable to prevent or remedy any breach of any such obligation or to comply with or object to any such notice.
- (b) The relevant Chargor must, promptly on written demand, pay the costs and expenses of the Security Agent and its agents and contractors incurred in connection with any action taken by it under this Clause.
- (c) No Secured Party is obliged to account as mortgagee in possession as a result of any action taken under this Clause.

5.6 Insurance

- (a) Each Chargor must ensure that at all times from the date of this Deed contracts of insurance ("**Insurances**") are maintained in full force and effect which:
 - (i) insure that Chargor in respect of its interests in the Mortgaged Property and the plant, machinery, fixtures and fittings on the Mortgaged Property for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs);
 - (ii) provide cover for all normally insurable risks of loss or damage for a property of the type of its Mortgaged Property; and
 - (iii) insure such other risks as a prudent company in the same business as that Chargor would insure.
- (b) Each Chargor must procure that a note of the interest of the Security Agent (in its capacity as such) is endorsed on each of the Insurances maintained by that Chargor or any person on its behalf in respect of its Mortgaged Property.

- (c) Each Chargor must:
 - (i) comply with the terms of the Insurances maintained by that Chargor;
 - (ii) not do or permit anything to be done which may make void or voidable any such Insurances; and
 - (iii) comply with all reasonable risk improvement requirements of its insurers.
- (d) Each Chargor must ensure that:
 - (i) each premium for the Insurances maintained by that Chargor is paid promptly and in any event before the period of insurance for which that premium is payable begins; and
 - (ii) all other things necessary are done so as to keep such Insurances in force.

5.7 Leases

No Chargor may grant or agree to grant (whether in exercise of any statutory power or otherwise) any lease or tenancy of the Mortgaged Property or any part of it or accept a surrender of any lease or tenancy or confer upon any person any contractual license or right to occupy the Mortgaged Property.

5.8 Acquisitions

- (a) If a Chargor acquires any freehold or leasehold property (other than Short Leasehold Properties) after the date of this Deed it must:
 - (i) notify the Security Agent immediately;
 - (ii) immediately on written demand and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent;
 - (iii) if the title to that freehold or leasehold property is registered at H.M. Land Registry or required to be so registered, give H.M. Land Registry written notice of this Security; and
 - (iv) if applicable, ensure that this Security is correctly noted in the Register of Title against that title at H.M. Land Registry.
- (b) If the consent of the landlord in whom the reversion of a lease is vested is required for a Chargor to execute a legal mortgage over that lease, that Chargor will not be required to perform that obligation unless and until it has obtained the landlord's consent. That Chargor must use its reasonable endeavours to obtain the landlord's consent.

5.9 Compliance with applicable laws and regulations

Each Chargor must perform all its obligations under any law or regulation in any way related to or affecting its Mortgaged Property.

5.10 H.M. Land Registry

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

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the security agreement dated [] in favour of [] referred to in the charges register or their conveyancer."

5.11 Deposit of title deeds

With effect from the date on which the Bank Security is fully discharged, each Chargor must deposit with the Security Agent all deeds and documents of title relating to its Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by it or on its behalf.

6. INVESTMENTS

6.1 Investments

Each Chargor represents and warrants to each Loan Note Party that:

- (a) its Shares and, to the extent applicable, its other Investments, are fully paid;
- (b) its Shares in any of its Subsidiaries represent the whole of the issued share capital of those Subsidiaries;
- (c) subject to paragraph (d) below, it (or a nominee, trustee, custodian or clearance system on its behalf) is the sole legal, and it is the sole beneficial, owner of its Investments; and
- (d) the shares of the Target are beneficially but not legally owned by Bidco until those shares are registered in the register of shareholders of the Target, which registration will be made as soon as possible after Completion (as defined in the SPA).
- (e) its Investments are free of any Security Interests (except for those created by or pursuant to the Bank Security Documents or this Deed or as permitted under the Senior Financing and related finance documents) and any other rights or interests in favour of third parties.

6.2 Deposit

With effect from the date on which the Bank Security is fully discharged, each Chargor must:

- (a) immediately (or, if later, as soon as reasonably practicable following the acquisition of or subscription for any other Investments) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any of its Investments and stock transfer forms (executed and undated by it or on its behalf), together with a duly certified copy of the register for such Investments;
- (b) as soon as reasonably practicable following the acquisition, subscription, accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Investments, notify the Security Agent of that occurrence and procure the delivery to the Security Agent of all certificates or other documents of title representing such items and such stock transfer forms or other instruments of transfer (executed and undated by it or on its behalf) in respect thereof as the Security Agent may request (at the instruction of the Instructing Party), together with a duly certified copy of the register for such Investments; and
- (c) promptly execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent (at the instruction of the Instructing Party) in order to enable the Security Agent or its nominees to be registered as the owner or otherwise obtain a legal title to any of its Investments.

6.3 Changes to rights

No Chargor may take any action or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further shares in any of its Subsidiaries being issued save as permitted under the Senior Financing and related finance documents or with the prior written consent of the Security Agent.

6.4 Calls

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments.
- (b) With effect from the date on which the Bank Security is fully discharged, if a Chargor fails to do make a payment in accordance with paragraph (a) above, the Security Agent may pay the calls or other payments on behalf of that Chargor. That Chargor must, immediately on written demand, reimburse the Security Agent for any payment made by the Security Agent under this Clause.

6.5 Other obligations in respect of Investments

- (a) Each Chargor must promptly copy to the Security Agent and comply with all requests for information which is within its knowledge and which are made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other constitutional document relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of that Chargor.
- (b) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its investments.
- (c) The Security Agent is not obliged to:
 - (i) perform any obligation of a Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,in respect of any Investment.

6.6 Voting rights and dividends

- (a) Before this Security becomes enforceable:
 - (i) each Chargor may continue to exercise (or refrain from exercising) the voting rights and any other rights or powers in respect of its Investments;
 - (ii) if the voting rights or other rights or powers are exercisable by the Security Agent, the Security Agent must exercise (or refrain from exercising) them as that Chargor may direct in writing; and
 - (iii) subject to the terms of the Intercreditor Agreement, all dividends, distributions or other income paid or payable in relation to the Investments must be paid directly to that Chargor.

- (b) Each Chargor must indemnify the Security Agent against any cost, loss or liability incurred by the Security Agent as a consequence of the Security Agent acting (or refraining from acting) in respect of any Investments as directed by any Chargor.
- (c) So long as the Bank Security is fully discharged, at any time after this Security has become enforceable:
 - (i) the Security Agent may exercise (or refrain from exercising), in the name of the relevant Chargor and without any other consent or authority on the part of the relevant Chargor, any, voting rights and any other rights or powers which may be exercised by the or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise; and
 - (ii) if any Investments remain registered in the name of a Chargor, that Chargor irrevocably appoints the Security Agent as its proxy to exercise the voting rights and other rights or powers in respect of the Investments.

6.7 Clearance systems

With effect from the date on which the Bank Security is fully discharged, each Chargor must, if requested by the Security Agent (at the instruction of the Instructing Party), instruct any clearance system to transfer any Investment held by it for that Chargor or its nominee to an account of the Security Agent or its nominee with that clearance system.

6.8 Custodian arrangements

Each Chargor must:

- (a) promptly give notice of this Security to any custodian or other entity in respect of any Investment held for it by that custodian or other entity in a form the Security Agent may require; and
- (b) use its reasonable endeavours to ensure that the custodian or other entity acknowledges that notice in a form the Security Agent may require.

7. ACCOUNTS

7.1 Accounts

Each Chargor shall, on or before the date of this Deed (or as soon as reasonably practicable following the date on which any new Account is established after the date of this Deed) deliver details of all of its Accounts to the Security Agent.

7.2 Book debts and receipts

Each Chargor shall get in and realise its:

- (a) securities to the extent held by way of temporary investment;
- (b) book and other debts and other moneys owed to it; and
- (c) royalties, fees and income of any nature owed to it,

in the ordinary course of its business. With effect from the date on which the Bank Security is fully discharged and, following the occurrence of an Event of Default that is continuing, each Chargor shall:

- (i) pay such monies into such account as the Security Agent may designate; and

- (ii) not enter into a single transaction or series of transactions to sell, factor, discount or otherwise dispose of all part of its receivables.

7.3 Representations

Each Chargor represents and warrants to each Loan Note Party that:

- (a) it is the sole legal and beneficial owner of the credit balance from time to time in each Account which it maintains; and
- (b) those credit balances are free of any Security Interests (except for those created by or pursuant to the Bank Security Documents or this Deed or as permitted under the Senior Financing and related finance documents) and any other rights or interests in favour of third parties.

7.4 Withdrawals

Prior to the occurrence of an Event of Default that is continuing, the Chargor may withdraw any moneys (including interest) standing to the credit of an Account.

So long as the Bank Security is fully discharged, at any time after the occurrence of an Event of Default that is continuing, the Security Agent may (subject to the payment of any claims having priority to this Security and subject to the Loan Note Holder Agreement) withdraw, transfer or set-off amounts standing to the credit of any Account to satisfy the Secured Obligations.

7.5 Notices of Security

- (a) So long as the Bank Security is fully discharged, upon the occurrence of an Event of Default that is continuing, each Chargor must, at the request of the Security Agent (at the instruction of the Instructing Party):
 - (i) as soon as reasonably practicable serve a notice of charge, substantially in the form of Part 1 of SCHEDULE 3 (Forms of letter for Account Bank) on each Account Bank (other than any Account Bank which has already received a notice of charge in accordance with paragraph (a) above); and
 - (ii) use its reasonable to ensure that each such Account Bank acknowledges the notice, substantially in the form of Part 2 of SCHEDULE 3 (Forms of letter for Account Bank).

8. INTELLECTUAL PROPERTY

8.1 General

In this Clause **Intellectual Property Rights** means:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
- (b) any copyright or other intellectual property monopoly right;
- (c) any interest (including by way of licence) in any of the above; or
- (d) any application for any of the above,

in each case, whether registered or not, and which are Charged Assets.

8.2 Representations

Each Chargor represents and warrants to each Loan Note Party that:

- (a) the Intellectual Property Rights owned by it are all of the Intellectual Property Rights required by it in order for it to carry on its business as it is now being conducted;
- (b) it is the sole legal and beneficial owner of those Intellectual Property Rights;
- (c) those Intellectual Property Rights are free of any Security Interests (except for those created by or pursuant to the Bank Security Documents or this Deed or as permitted under the Senior Financing and related finance documents) and any other rights or interests (including any licences) in favour of third parties;
- (d) it does not, in carrying on its business, infringe any Intellectual Property Rights of any third party; and
- (e) to its knowledge, no Intellectual Property Right owned by it is being infringed, nor is there any threatened infringement of any such Intellectual Property Right.

8.3 Preservation

- (a) So long as the Bank Security is fully discharged, each Chargor must:
 - (i) make such registrations and pay such fees, registration taxes and similar amounts as are necessary to keep its Intellectual Property Rights in force;
 - (ii) take all other steps which are reasonably practicable to maintain and preserve its interests in its Intellectual Property Rights;
 - (iii) if requested to do so by the Security Agent (at the instruction of the Instructing Party), make entries in any public register of its Intellectual Property Rights which either record the existence of this Deed or the restrictions on disposal imposed by this Deed; and
 - (iv) take such steps as are necessary (including the institution of legal proceedings) to prevent third parties infringing those Intellectual Property Rights.
- (b) Each Chargor must ensure that, except with the prior consent of the Security Agent, none of its Intellectual Property Rights which is registered is abandoned or cancelled, lapses or is liable to any claim of abandonment for non-use or otherwise.

9. CHARGED SPECIFIC CONTRACTS

9.1 Representations

Each Chargor represents, and warrants to each Loan Note Party that:

- (a) no amount payable to it under a Charged Specific Contract is subject to any right of set-off or similar right (except for any such right that arises under the express terms of that Charged Specific Contract);
- (b) each such Charged Specific Contract is its legal, valid, binding and enforceable obligation;
- (c) it is not in default of any of its material obligations under any such Charged Specific Contract;

- (d) there is no prohibition on assignment in, or other restriction on the creation of security by that Chargor over, any such Charged Specific Contract;
- (e) its entry into and performance of this Deed will not conflict with any term of any such Charged Specific Contract; and
- (f) its rights in respect of each such Charged Specific Contract are free of any Security Interests (except for those created by or pursuant to the Bank Security Documents or this Deed or as permitted under the Senior Financing and related finance documents) and any other rights or interests in favour of third parties.

9.2 Preservation

No Chargor may, without the prior consent of the Security Agent:

- (a) amend or waive any term of, or terminate, any Charged Specific Contract to which it is a party in a way that would be reasonably be expected to be materially adverse to the interests of the Secured Parties under the A1 Loan Note Documents; or
- (b) take any action which might jeopardise the existence or enforceability of any such Charged Specific Contract.

9.3 Other undertakings

Each Chargor must:

- (a) duly and promptly perform its obligations, and diligently pursue its rights, under each Charged Specific Contract to which it is a party; and
- (b) supply the Security Agent and any Receiver with copies of each such Charged Specific Contract and any information and documentation relating to any such Charged Specific Contract requested by the Security Agent (at the instruction of the Instructing Party) or any Receiver.

9.4 Notices of charge

Each Chargor must:

- (a) with effect from the date on which the Bank Security is fully discharged, as soon as reasonably practicable following the entering into or designation of any other Charged Specific Contract serve a notice of charge, substantially in the form of Part 1 of SCHEDULE 4 (Forms of letter for Charged Specific Contracts), on each counterparty to a Charged Specific Contract to which it is a party; and
- (b) use its reasonable endeavours to procure that the counterparty acknowledges that notice, substantially in the form of Part 2 of SCHEDULE 4 (Forms of letter for Charged Specific Contracts).

10. WHEN SECURITY BECOMES ENFORCEABLE

10.1 Event of Default

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

10.2 Discretion

After this Security has become enforceable, the Security Agent shall, subject always to the provisions of the Loan Note Holder Agreement (and subject to being indemnified and/or prefunded and/or secured to its satisfaction), enforce all or any part of this Security, subject to

the provisions of the Loan Note Holder Agreement, on the instructions of the Investor (or, to the extent permitted pursuant to the Loan Note Holder Agreement and not otherwise, any other Loan Note Parties).

10.3 Power of sale

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

11. ENFORCEMENT OF SECURITY

11.1 General

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

11.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Charged Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable if and whenever the Security Agent or any Receiver enters into possession of a Charged Asset, they shall be entitled at any time to go out of such possession.

11.3 Privileges

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

11.4 Protection of third parties

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

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the A1 Loan Note Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

11.5 Receipt Conclusive

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Agent or any Receiver.

11.6 Redemption of prior mortgages

- (a) Subject to the provisions of the Intercreditor Agreement, at any time after this Security has become enforceable, the Security Agent may do any one or more of the following:
 - (i) redeem any prior Security Interest against any Charged Asset;
 - (ii) procure the transfer of that Security Interest to itself; and
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor must, immediately on written demand, pay to the Security Agent the costs and expenses incurred by the Security Agent in connection with any such redemption or transfer, including the payment of any principal or interest.

11.7 Contingencies

If this Security is enforced at a time when no amount is due under the A1 Loan Note Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

11.8 Financial collateral

- (a) To the extent that the Charged Assets constitute "financial collateral" and this Deed and the obligations of a Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent may after this Security has become enforceable appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations
- (b) Where the Security Agent appropriates any financial collateral:
 - (i) if it is cash, its value will be the amount standing to the credit of the relevant account on the date of appropriation plus any accrued but uncredited interest;
 - (ii) if it is listed or traded on a recognised exchange, its value will be the amount for which it could have been sold on the exchange on the date of appropriation; and
 - (iii) in any other case, its value will be the amount that the Security Agent determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it,

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

12. RECEIVER

12.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may from time to time appoint any one or more persons to be a Receiver of all or any part of the Charged Assets if:
 - (i) this Security has become enforceable; or
 - (ii) a Chargor so requests the Security Agent in writing at any time.

- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Charged Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

12.2 Removal

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

12.3 Remuneration

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

12.4 Agent of each Chargor

- (a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) No Loan Note Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

12.5 Relationship with Security Agent

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

13. POWERS OF RECEIVER

13.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law; this includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.

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

13.2 Possession

A Receiver may take immediate possession of, get in and collect any Charged Asset.

13.3 Carry on business

A Receiver may carry on any business of any Chargor in any manner it thinks fit.

13.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as it thinks fit.
- (b) A Receiver may discharge any person appointed by any Chargor.

13.5 Borrow money

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

13.6 Sale of assets

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

13.7 Leases

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

13.8 Compromise

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

13.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Charged Asset which it thinks fit.

13.10 Receipts

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

13.11 Subsidiaries

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

13.12 Delegation

A Receiver may delegate its powers in accordance with this Deed.

13.13 Lending

A Receiver may lend money or advance credit to any customer of any Chargor.

13.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Charged Asset;
- (b) commence and/or complete any building operation or other works; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation, in each case as it thinks fit.

13.15 Other powers

A Receiver may:

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

14. APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of this Security will be held by the Security Agent and applied in the following order of priority:

- (a) in or towards payment of or provision for the Secured Obligations in accordance with the terms of the A1 Loan Note Documents; and
- (b) in payment of the surplus (if any) to any Chargor or other person entitled to it.

This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

15. RULING OFF

If the Security Agent or any other Secured Party receives notice of any subsequent Security Interest or other interest affecting any of the Charged Assets (except as permitted by the A1 Loan Note Instrument) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by the relevant Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations.

16. REDEMPTION OF PRIOR CHARGES

Subject to the provisions of the Intercreditor Agreement, the Security Agent may, at any time after an Event of Default has occurred and is continuing, redeem any prior Security Interest over or relating to any of the Charged Assets or procure the transfer of that Security Interest to itself, and may settle and pass the accounts of any person entitled to that prior Security Interest. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will on written demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

17. COST AND EXPENSES

17.1 Amendment costs

If any Chargor requests an amendment, waiver or consent, the relevant Chargor shall, within three Business Days of written demand, reimburse each Secured Party for the amount of all costs and expenses (including legal fees) reasonably incurred by that Secured Party in responding to, evaluating, negotiating or complying with that request or requirement.

17.2 Enforcement and preservation costs

Each Chargor shall, within three Business Days of written demand, pay to the relevant Secured Party the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under this Deed and any proceedings instituted by or against that Secured Party as a consequence of taking, holding or enforcing this Deed.

18. DELEGATION

18.1 Power of Attorney

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

18.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit.

18.3 Liability

Neither the Security Agent nor any Receiver will be in any way liable or responsible to any Chargor or other person for any cost, loss or liability arising as a result of any act, default, omission or misconduct on the part of any delegate or sub-delegate.

18.4 Cumulative Powers

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

18.5 Powers of the Security Agent

The exercise of any rights and/or discretion of the Security Agent hereunder will as between the Security Agent and the parties to this Deed shall be subject to the same rights, powers, authorities, protections, limitations of liability and indemnities (*mutatis mutandis*) as are conferred on the Security Agent in the Loan Note Holder Agreement (including, without limitation, those protections and immunities contained in clauses 8 and of the Loan Note Holder Agreement).

19. FURTHER ASSURANCES

19.1 Further assurances

Each Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may require for:

- (a) creating, perfecting or protecting any security over any Charged Asset; or
- (b) facilitating the realisation of any Charged Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Charged Asset.

19.2 Action required

The action that may be required under Clause 19.1 (Further assurances) includes:

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

which, in any such case, the Security Agent may think expedient.

20. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) 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 company 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 Security Agent or any Receiver under this Deed or otherwise for any of the purposes of this Deed, and each Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

21. PRESERVATION OF SECURITY

21.1 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, the liability of each Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

21.2 Waiver of defences

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

- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (b) the release of any Chargor or any other person under the terms of any composition or arrangement with any creditor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor or any other person;
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor or any other person;
- (f) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a A1 Loan Note Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any A1 Loan Note Document or other document or security;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any A1 Loan Note Document or any other document or security; or
- (h) any insolvency, resolution or similar proceedings.

21.3 Immediate recourse

- (a) Each Chargor waives any right it may have of first requiring any Secured Party or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Deed.
- (b) This waiver applies irrespective of any law or provision of a A1 Loan Note Document to the contrary.

21.4 Appropriations

Each Secured Party (or any trustee or agent on its behalf) may at any time during the Security Period:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or trustee or agent) in respect of the Secured Obligations or apply and enforce them in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and no Chargor will be entitled to the benefit of such moneys, security or rights; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed.

21.5 Deferral of Chargor's rights

- (a) Unless the Security Period has expired or the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising under this Deed:
 - (i) to be indemnified by an Chargor;
 - (ii) to claim any contribution from any other person who has provided security or a guarantee in respect of any Chargor's obligations under the A1 Loan Note Documents;
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Agent under the A1 Loan Note Documents or of any other guarantee or security taken pursuant to, or in connection with, the A1 Loan Note Documents by the Security Agent;
 - (iv) to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which any Chargor has granted security under this Deed;
 - (v) to exercise any right of set-off against any Chargor; and/or
 - (vi) to claim or prove as a creditor of any Chargor in competition with the Security Agent.
- (b) If a Chargor receives any benefit, payment or distribution in relation to such rights it must hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Chargors under or in connection with the A1 Loan Note Documents to be repaid in full on trust for the Secured Parties and must promptly pay or transfer them to the Security Agent or as the Security Agent may direct for application in accordance with the terms of this Deed.

21.6 Additional security

- (a) This Security is in addition to and is not in any way prejudiced by any other security or guarantee now or subsequently held by any Secured Party.
- (b) No prior security held by any Secured Party (in its capacity as such or otherwise) over any Charged Asset will merge with this Security.

22. MISCELLANEOUS

22.1 Continuing security

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

22.2 Tacking

Each issuer under the A1 Loan Note Instrument must perform its obligations under the A1 Loan Note Instrument.

22.3 New Accounts

- (a) if any subsequent charge or other interest affects any Charged Asset, a Secured Party may open a new account with a Chargor,
- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to the Security Agent will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligation.

22.4 Time deposits

Without prejudice to any right of setoff any Secured Party may have under any other A1 Loan Note Document or otherwise, if any time deposit matures on any account a Chargor has with any Secured Party within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

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

22.5 Notice to Chargor

This Deed constitutes notice in writing to each Chargor of any charge or assignment by way of security that may at any time be created or made under any Bank Security Document by any member of the Group in respect of any obligation or liability under any agreement, instrument or other document to which that member is a party.

22.6 Release of Chargor's rights

If the shares in an Chargor are disposed of as a result of enforcement of this Security, each Chargor irrevocably authorises the Security Agent (on behalf of that Chargor and without requiring any authority or consent from any Chargor or Secured Party) to release (in whole or in part) that Chargor (and any Subsidiary of that Chargor) from the liabilities and obligations (present and fixture, actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) it may have to that Chargor under or in connection with the A1 Loan Note Documents as a result of that Chargor being a guarantor or security provider (including, without limitation, any liabilities and obligations arising by way of indemnity, contribution or subrogation).

22.7 PSC Register

22.8 Each Chargor acknowledges that the Security Agent may be considered a PSC and that, to the extent it is, the Chargor shall include it on its PSC register.

- (a) Each Chargor shall promptly:

- (i) notify the Security Agent of its intention to issue, or its receipt of, any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any shares which constitute Charged Assets; and
- (ii) provide to the Security Agent a copy of any such warning notice or restrictions notice.

in each case before it issues, or after it receives, any such notice.

23. ACCESSION

- 23.1** If required pursuant to the terms of the A1 Loan Note Instrument, the Chargors shall procure that the relevant Subsidiary of a Chargor accedes to this Deed as a Chargor in accordance with clause 23.2 below.
- 23.2** With effect from the date of acceptance by the Security Agent of an Accession Deed duly executed and delivered to the Security Agent by a new Chargor or, if later, the date specified in the Accession Deed, a new Chargor shall assume the same obligations and become entitled to the same rights as if it had been an original Party as a Chargor.
- 23.3** Each of the Parties appoints the Security Agent to receive on its behalf each Accession Deed delivered to the Security Agent and the Security Agent shall, as soon as reasonably practicable after receipt by it, sign and accept the same if it appears on its face to have been completed, executed and, where applicable, delivered in the form contemplated by this Deed.

24. RELEASE

- 24.1** At the end of the Security Period, the Secured Parties must, at the request and cost of a Chargor, take whatever action is necessary to release that Chargor's Charged Assets from this Security.

25. SET OFF

Following an Event of Default which is continuing, the Security Agent may set off any matured obligations owed to it by a Chargor under this Deed (to the extent beneficially owned by the Security Agent) against any matured obligation owed by that Chargor, regardless of the place of payment, booking branch or currency obligation of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

26. SEVERABILITY

If a term of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Deed; or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Deed.

27. COUNTERPARTS

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

28. NOTICES

28.1 In writing

- (a) Any communication in connection with this Deed must be in writing and, unless otherwise stated, may be given in person, by post or via email transmission to the relevant email addresses set out in clause 28.2 (Contact details) below (or such other email addresses as notified by one Party to the other Parties from time to time).
- (b) Unless it is agreed to the contrary, any consent or agreement required under this Deed must be given in writing.

28.2 Contact details

- (a) The contact details of the Chargors for this purpose are:

Topco:

Address: Martin Topco Limited
The Sidings 1 Station Road, Hampton Wick, Kingston Upon Thames,
England, KT1 4HG
E-mail: [REDACTED]@sigmasports.com
Attention: James McEuen

Bidco:

Address: Martin Bidco Limited
The Sidings 1 Station Road, Hampton Wick, Kingston Upon Thames,
England, KT1 4HG
E-mail: [REDACTED]@sigmasports.com
Attention: James McEuen

Target:

Address: Sigma Sports Holdings Limited
The Sidings 1 Station Road, Hampton Wick, Kingston Upon Thames,
England, KT1 4HG
E-mail: [REDACTED]@sigmasports.com
Attention: James McEuen

SSL:

Address: Sigma Sports Limited
3 The Sidings 1 Station Road, Hampton Wick, Kingston Upon Thames,
England, KT1 4HG
E-mail: [REDACTED]@sigmasports.com
Attention: James McEuen

(b) The contact details of the Security Agent are:

Name: U.S. Bank Trustees Limited
Address: 5th Floor 125 Old Broad Street, London EC2N 1AR
E-mail: [REDACTED]@usbank.com
Attention: Loan Agency

28.3 Effectiveness

- (a) Except as provided below, any communication in connection with this Deed will be deemed to be given as follows:
- (i) if delivered in person, at the time of delivery;
 - (ii) if posted, five days after being deposited in the post, postage prepaid, in a correctly addressed envelope; and
 - (iii) if by email transmission to the relevant email address set out in clause 28.2 (Contact details) above (or such other email addresses as notified by one Party to the other Parties from time to time), at the time of transmission unless the sender has received notification that such email has not been successfully delivered.
- (b) A communication given under paragraph (a) above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

29. GOVERNING LAW

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

30. JURISDICTION

- 30.1** The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Agreement) (a "**Dispute**").
- 30.2** The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 30.3** Notwithstanding clause 30.1 above, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof the parties have executed and delivered this Deed on the day month and year first above written.

SCHEDULE 1

CHARGORS

Name of Chargor	Registered number
Martin Topco Limited	13061497
Martin Bidco Limited	13064733
Sigma Sports Holdings Limited	11676541
Sigma Sports Limited	04842265

SCHEDULE 2
CHARGED ASSETS
PART 1
REAL PROPERTY

Registered Land

TITLE NUMBER	DESCRIPTION	NEW CHARGOR
SGL330620	Freehold property known as St Johns Place, 37-43 High Street, Hampton Wick KT1 4DA	Sigma Sports Limited

Unregistered Land

None at the date of this deed.

PART 2

SHARES

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Martin Topco Limited	Martin Bidco Limited	1 Ordinary Share of £1.00
Sigma Sports Holdings Limited	Sigma Sports Limited	2,200,004 Ordinary Shares of £1.00

PART 3

CHARGED SPECIFIC CONTRACTS

1. The SPA

SCHEDULE 3

FORMS OF LETTER FOR BANK ACCOUNT

PART 1

NOTICE TO ACCOUNT BANK OF A CHARGED ACCOUNT

To: [Account Bank]

Copy: U.S. Bank Trustees Limited (as Security Agent)

[Date]

Dear Sir or Madam

**Security Agreement dated [] between Topco, Bidco, Target, SSL
and U.S. Bank Trustees Limited (the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we (the **Chargor**) have charged (by way of a first fixed charge) in favour of U.S. Bank Trustees Limited (the "**Security Agent**") all our rights in respect of the account maintained by us with you (Account no. [] sort code []) (the "**Charged Account**"), any amount standing to the credit of that account and the debt represented by that account.

If the security constituted by the Security Agreement becomes enforceable, the Security Agent may notify you of such event (an "**Enforcement Notice**").

We irrevocably instruct and authorise you following receipt by you of an Enforcement Notice to:

- (a) disclose to the Security Agent any information relating to the Charged Account requested from you by the Security Agent;
- (b) comply with the terms of any written notice or instruction relating to the Charged Account received by you from the Security Agent;
- (c) hold all sums standing to the credit of the Charged Account to the order of the Security Agent; and
- (d) pay or release any sum standing to the credit of the Charged Account in accordance with the written instructions of the Security Agent.

We also give you notice that until you have received an Enforcement Notice, we may make withdrawals from the Charged Account.

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

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

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

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

Yours faithfully,

.....
(Authorised Signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

To: U.S. Bank Trustees Limited (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sir or Madam

**Security Agreement dated [] between Topco, Bidco, Target, SSL
and U.S. Bank Trustees Limited (the "Security Agreement")**

We confirm receipt from [] (the **Chargor**) of a notice dated [] of a charge upon the terms of the Security Agreement over all the rights of the Chargor to its account with us (Account no. [], sort code []) (the "**Charged Account**"), any amount standing to the credit of that account and the debt represented by that account.

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in the Charged Account; and
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Charged Account.

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

Yours faithfully,

.....
(Authorised Signatory)

[Account Bank]

SCHEDULE 4

FORMS OF LETTER FOR CHARGED SPECIFIC CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

To: [Counterparty]

Copy: U.S. Bank Trustees Limited (as Security Agent)

[Date]

Dear Sir or Madam

**Security Agreement dated [] between Topco, Bidco, Target, SSL
and U.S. Bank Trustees Limited (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of U.S. Bank Trustees Limited (the "**Security Agent**") all our rights in respect of [*insert details of Contract*] (the "**Contract**"),

We confirm that:

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

We will also remain entitled to exercise all the rights, powers and discretions which under the terms of the Contract were vested in us, and you should continue to send payments and communications under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all payments and communications must be sent to, the Security Agent or as it directs. The contact details for the Security Agent are as set out below or as otherwise notified to you from time to time by it. However, we have agreed with the Security Agent that in no event will we amend or waive any provision of, or terminate, the Contract without the prior consent of the Security Agent.

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

The instructions in this letter may not be revoked or amended without the prior consent of the Security Agent and you may comply with them without further permission from us or enquiry by you.

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

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

Yours faithfully,

.....
(Authorised Signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: U.S. Bank Trustees Limited (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sir or Madam

**Security Agreement dated [] between Topco, Bidco, Target, SSL
and U.S. Bank Trustees Limited (the "Security Agreement")**

We confirm receipt from [] (the "**Chargor**") of a notice dated [] of a charge on the terms of the Security Agreement of all the Chargor's rights in respect of *[insert details of the Contract]* (the "**Contract**").

We confirm that we will make payments and send communications under the Contract as directed in that notice.

[We confirm that no amount payable by us under the Contract is subject to any set-off, counterclaim or other similar right and we will not exercise or claim any such right.]

[We [also] confirm that we have not received notice of the interest of any third party in the Contract.]

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

Yours faithfully,

.....
(Authorised Signatory)

[Counterparty]

SCHEDULE 5

FORM OF DEED OF ACCESSION

THIS DEED is made on [] and made between:

- (1) [Insert Full Name of new Chargor] (the "**Acceding Chargor**"); and
- (2) U.S. Bank Trustees Limited (the "**Security Agent**"), for itself and each of the other parties to the Loan Note Security Agreement referred to below.

THIS DEED is made on [date] by the Acceding Chargor in relation to the loan note security agreement (the "**Loan Note Security Agreement**") dated [] between, among others, Topco, Bidco, Target, Automated Systems Group Limited and U.S. Bank Trustees Limited as Security Agent (each term as defined in the Loan Note Security Agreement).

BACKGROUND

- (A) The Acceding Chargor is a Subsidiary of Topco.
- (B) Topco and others have entered into the Loan Note Security Agreement.
- (C) The Acceding Chargor has agreed to enter into this deed and to become a Chargor under the Loan Note Security Agreement.
- (D) The Security Agent and the Acceding Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- (E) The Security Agent holds the benefit of this deed on trust for the Secured Parties on the terms of the A1 Loan Note Documents.

IT IS AGREED as follows:

1. Definitions and interpretation

Terms defined in the Loan Note Security Agreement have the same meaning in this deed unless given a different meaning in this deed.

2. Accession

- (a) With effect from the date of this deed the Acceding Chargor:
 - (i) will become a party to the Loan Note Security Agreement as a Chargor; and
 - (ii) will be bound by all the terms of the Loan Note Security Agreement which are expressed to be binding on a Chargor.

3. Creation of Security

3.1 General

- (a) With effect from the date on which the Bank Security is fully discharged, the Acceding Chargor must pay or discharge the Secured Obligations in the manner provided for in the A1 Loan Note Documents.
- (b) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of the Acceding Chargor;
 - (iii) is security for the payment of all the Secured Obligations of the Acceding Chargor; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) The Security Agent holds the benefit of this Deed on trust for itself and the other Secured Parties.

3.2 Land

- (a) The Acceding Chargor charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it (excluding any Short Leasehold Properties), including, but not limited to, the real property (if any) specified under its name in Part 1 of SCHEDULE 2 (Charged Assets); and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property owned by it, but excluding any Short Leasehold Properties.
- (b) A reference in this Clause to a mortgage or charge of any freehold or leasehold property (excluding any Short Leasehold Properties) includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3.3 Investments

The Acceding Chargor charges by way of a first fixed charge its interest in all Investments owned by it or held by any nominee, trustee, custodian or clearance system on its behalf and Related Rights in respect of such Investments.

3.4 Plant and machinery

The Acceding Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

3.5 Accounts

The Acceding Chargor charges by way of a first fixed charge all of its rights in respect of any Account.

3.6 Insurances

The Acceding Chargor charges by way of a first fixed charge all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf, or in which it has an interest.

3.7 Other contracts

- (a) The Acceding Chargor charges by way of a first fixed charge all of its rights in respect of any agreement, instrument or other document to which it is a party, including, but not limited to, the Charged Specific Contracts.
- (b) Paragraph (a) above does not apply to any agreement, instrument or other document to which a Chargor is a party that is subject to any fixed security created under any other term of this Clause.

3.8 Intellectual property

The Acceding Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above,
- (d) in each case, whether registered or not and including all applications for any of the rights referred to in paragraphs (a), (b) and (c) above.

3.9 Miscellaneous

The Acceding Chargor charges by way of a first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Charged Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph 2.9(c) above; and
- (e) its uncalled capital.

3.10 **Floating charge**

The Acceding Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause.

4. **Miscellaneous**

With effect from the date of this deed:

- (a) the Loan Note Security Agreement will be read and construed for all purposes as if the Acceding Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed); and
- (b) any reference in the Loan Note Security Agreement to this deed and similar phrases will include this deed.

5. **Counterparts**

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

6. **Governing Law**

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

7. **Jurisdiction**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Agreement) (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraph (a) above, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof the parties have executed and delivered this Deed on the day month and year first above written.

The Acceding Chargor

EXECUTED as a **DEED** by

[insert full name of Acceding Chargor]

acting by

)
)
)

In the presence of:

Witness's signature:

Name:

Address:

Address: [•]

Email: [•]

The Security Agent

U.S. Bank Trustees Limited

By:

Date:

SIGNATORIES

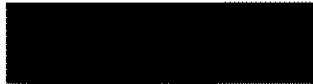
Chargors

EXECUTED AS A DEED by)
MARTIN TOPCO LIMITED)
acting by)



Director

In the presence of:



Witness's signature:

Julia Stockil

Name:

Address:
[Redacted address]

EXECUTED AS A DEED by)
MARTIN BIDCO LIMITED)
acting by Anthony Stockil)



Director

In the presence of:



Witness's signature:

Julia Stockil

Name:



Address:

EXECUTED AS A DEED by)
SIGMA SPORTS HOLDINGS LIMITED)
acting by)



Director

In the presence of:



Witness's signature:

Kate McEuen

Name:

Address:



EXECUTED AS A DEED by
SIGMA SPORTS LIMITED
acting by James McEuen

)
)
)



Director

In the presence of:



Witness's signature:

Kate McEuen

Name:

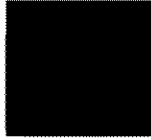


Address:

The Security Agent

EXECUTED AS A DEED by)
U.S. BANK TRUSTEES LIMITED)
acting by two authorised signatories)

Authorised Signatory



.....
Name:

Authorised Signatory



.....
Name: