



**Registration of a Charge**

Company Name: **FOOTASYLUM LIMITED**

Company Number: **05535565**



Received for filing in Electronic Format on the: **12/08/2022**

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**Details of Charge**

Date of creation: **05/08/2022**

Charge code: **0553 5565 0009**

Persons entitled: **AURELIUS IV UK ACQUICO ONE LIMITED**

Brief description: **TRADEMARK NUMBER: UK00916554032. FOR FULL DETAILS OF THE CHARGES, PLEASE REFER TO THE CHARGING DOCUMENT DIRECTLY.**

**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 TRUE, COMPLETE AND CORRECT COPY OF THE ELECTRONICALLY EXECUTED ORIGINAL INSTRUMENT.**

Certified by: **ALEX STONE**



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

Company number: 5535565

Charge code: 0553 5565 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th August 2022 and created by FOOTASYLUM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th August 2022 .

Given at Companies House, Cardiff on 15th August 2022

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



**Companies House**



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

EXECUTION VERSION

# Debenture

Aurelius IV UK Acquico Two Limited and Others

Aurelius IV UK Acquico One Limited

Dated 5 August

2022



I CERTIFY THAT SAVE FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES ACT 2006,  
THIS IS A TRUE, COMPLETE AND CORRECT COPY  
OF THE ELECTRONICALLY EXECUTED ORIGINAL  
INSTRUMENT.

DATE 10 August 2022

SIGNED AS



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This Deed is made on 5 August

2022

## Parties

- (1) Aurelius IV UK Acquico Two Limited registered in England with number 14176347 (the **Company**)
- (2) The Companies identified in Schedule 1 (*The Other Chargors*) (together with the Company and each person which becomes a party to this Deed by executing a Deed of Accession, each a **Chargor** and together the **Chargors**)
- (3) Aurelius IV UK Acquico One Limited, registered in England with number 14175920 (the **Lender**)

## It is agreed:

### 1 Definitions and Construction

#### 1.1 Definitions

Words and expressions defined in the Loan Agreement have the same meanings in this Deed unless they are expressly defined in it and, in addition, in this Deed:

**ABL Discharge Date** has the meaning given to it in the Intercreditor Agreement.

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

**Affiliate** means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

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

**Bail-In Action** means the exercise of any Write-down and Conversion Powers.

**Bail-In Legislation** means:

- (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time; and
- (b) in relation to the United Kingdom (to the extent that the United Kingdom is not an EEA Member Country), any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

**Book Debts** means (other than in respect of any Non-Vesting Debts or Purchased Receivables):

- (a) each Receivable and all book and other debts (including any sums owed by banks or similar institutions) both actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor; and

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- (b) the benefit of all rights relating to the debts referred to in paragraph (a) including any related agreements, documents, rights and remedies (including negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

**Business Day** means a day (other than a Saturday or a Sunday) on which banks are open for general banking business in Munich.

**Charged Accounts** means the bank accounts of the Chargors specified in schedule 3 (*Charged Accounts*) and in the Schedule to any Deed of Accession and such other bank accounts of the Chargors as the Lender and the Company may designate in writing as Charged Accounts.

**Deed of Accession** means a deed of accession substantially in the form set out in Schedule 4 (*Deed of Accession*).

**Delegate** means any delegate, agent, attorney or co-trustee appointed by the Lender.

**Disposal** means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of a Security Interest.

**Dividends**, in relation to any Share, means:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share;
- (b) shares or other Rights accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share;
- (c) allotments, offers and rights accruing or offered in respect of that Share; and
- (d) any other Rights attaching to, deriving from or exercisable by virtue of the ownership of that Share.

**Equipment** means each Chargor's fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related authorisations, agreements and warranties.

**EU Bail-In Legislation Schedule** means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

**Facility Agreement** means the facility agreement dated on or about the date of this Deed between (1) the Chargors and others (as Borrowers and/or Guarantors) and (2) Wells Fargo Capital Finance (UK) Limited (as Original Lender, Arranger, Agent and Security Trustee), as it may from time to time be amended, restated, novated, or replaced (however fundamentally, including by an increase of any size in the amount of the facilities made available under it, the alteration of the nature, purpose or period of those facilities or the change of its parties).

**Financial Collateral** has the meaning given to it by the *Financial Collateral Arrangements (No 2) Regulations 2003* (S.I. 2003/3226).

**Group** means the Company and its Subsidiaries for the time being.

**Holding Company** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

**Insolvency Event**, in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than England; or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction.

**Insolvency Legislation** means:

- (a) the *Insolvency Act 1986* and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation.

**Insurance** means each contract or policy of insurance to which a Chargor is a party or in which it has an interest but excluding such policies of insurance to the extent that they relate to public liability, third party liabilities or are directors and officers insurance policies.

**Intellectual Property** means:

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, arising or subsisting in any jurisdiction, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets,

which, in each case, are of a type which are not disposed of in the ordinary course of trading.

**Intercreditor Agreement** means the intercreditor deed dated on or around the date of this Deed and entered into between, amongst others, (1) the Chargors, (2) the Lender and (3) Wells Fargo Capital Finance (UK) Limited as it may from time to time be amended, restated, novated or replaced.

**Investment** means:

- (a) any Shares or loan capital held in a Subsidiary; and
- (b) any other debt or equity security or any warrant or option to acquire or subscribe for any such security (whether it is held directly or through a custodian, clearing house or other person) unless it is of a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading,

and any accretions to them and other Rights (including Dividends and proceeds of Disposal) arising in connection with them.

**Land** means:

- (a) any freehold, leasehold or immovable property situated in England and Wales, and all rights, easements and privileges from time to time attached thereto; and
- (b) any buildings and fixtures from time to time situated on or forming part of that freehold, leasehold or immovable property,

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but excluding any leasehold property held by a Chargor now or in the future under a lease which has a term of seven years or less.

**Loan Agreement** means the intra-group loan agreement made on or about the date of this Deed between (1) Aurelius IV UK Acquico One Limited as Lender and (2) Footasylum Limited as Borrower as it may from time to time be amended, restated, novated, or replaced (however fundamentally, including by an increase of any size in the amount of the facilities made available under it, the alteration of the nature, purpose or period of those facilities or the change of its parties).

**Non-Vesting Debts** means any Receivables which are required or purported to be Purchased Receivables pursuant to the Facility Agreement but which do not, for any reason, vest absolutely and effectively in Wells Fargo Capital Finance (UK) Limited as the Agent (as trustee for the Lenders) under the Facility Agreement from time to time.

**Officer**, in relation to a person, means any officer, employee or agent of that person.

**Purchased Receivable** means a Receivable purchased by Wells Fargo Capital Finance (UK) Limited in its capacity as Agent under the Facility Agreement.

**Receivable** means any debt owing to a Borrower (as defined in the Facility Agreement) together with all connected rights, claims, deposits and payments, including those relating to any guarantees, indemnities or bonds.

**Receiver** means one or more receivers or managers appointed, or to be appointed, under this Deed.

**Resolution Authority** means any body which has authority to exercise any Write-down and Conversion Powers.

**Right** means any right, privilege, guarantee, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary.

**Secured Obligations** means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of any Chargor to the Secured Parties under or pursuant to the Finance Documents.

**Secured Party** means the Lender and any Receiver or Delegate.

**Security Assets** means all assets of each Chargor the subject of any Security Interest created by this Deed or any Deed of Accession (as the case may be).

**Security Interest** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person, or any arrangement having similar effect.

**Security Period** means the period during which the liabilities of the Chargors (or any of them) remain in force in accordance with the provisions of clause 13 (*Duration of the Security Interests*).

**Shares** means all shares held by any Chargor in its Subsidiaries.

**Specified Intellectual Property** means the registered Intellectual Property (if any) specified in Schedule 5 (*Specified Intellectual Property*) and in the Schedule to any Deed of Accession.

**Subsidiary** means a subsidiary within the meaning of section 1159 of the Companies Act 2006 (or its applicable equivalent in any jurisdiction).



**UK Bail-In Legislation** means (to the extent that the United Kingdom is not an EEA Member Country which has implemented, or implements, Article 55 BRRD) Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

**UK Shares** means any Shares relating to a company incorporated in England and Wales.

**Write-down and Conversion Powers** means:

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule
- (b) in relation to any UK Bail-In Legislation:
  - (i) any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and
  - (ii) any similar or analogous powers under that UK Bail-In Legislation

## 1.2 Construction

- (a) The principles of construction set out in clause 2 (*Interpretation*) of the Loan Agreement shall apply to this Deed, insofar as they are relevant to it and subject to any necessary changes as they apply to the Loan Agreement.
- (b) Unless a contrary intention appears, any reference in this Deed to:
  - (i) this **Deed** is a reference to this Deed as amended, varied, novated, supplemented and replaced from time to time;
  - (ii) a **Chargor**, the **Lender** or any other **Secured Party** includes any one or more of its permitted assigns, permitted transferees and successors in title;
  - (iii) the **Lender** or any other **Secured Party** (except for the references in clause 15 (*Power of Attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents and delegates; and
  - (iv) **acting reasonably** in relation to the exercise of any discretion by the Lender shall be construed as including a reference to an estimate and/or determination of the Lender acting in the exercise of its commercial judgment from the perspective of a secured asset-based financier in accordance with its customary business practices for comparable asset-based transactions, and if no established practice exists in any particular case, in accordance with its reasonable commercial judgement as an asset-based financier.
- (c) The liabilities of the Chargors under this Deed are joint and several.

- (d) It is intended that this document takes effect as a deed even though the Lender may only execute it under hand.
- (e) This Deed may be executed in any number of counterparts and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed.
- (f) The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with section 2(1) of the *Law of Property (Miscellaneous Provisions) Act 1989*.
- (g) Each category of asset, each asset and each sub-category of asset charged under clause 4 (*Charges*) will be construed separately, as though charged independently and separately of each other.

### 1.3 Third Party Rights

The Rights conferred on each of the Secured Parties, each Receiver and each Officer of the Lender or a Receiver under this Deed are enforceable by each of them under the *Contracts (Rights of Third Parties) Act 1999*. No other term of this Deed is enforceable under the *Contracts (Rights of Third Parties) Act 1999* by anyone who is not a party to this Deed. The parties to this Deed may terminate this Deed or vary any of its terms without the consent of any third party (without prejudice to the terms of the other Finance Documents).

### 1.4 Contractual recognition of bail-in

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):
  - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
  - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
  - (iii) a cancellation of any such liability; and
- (b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

### 1.5 Inconsistency between this Deed and the Loan Agreement

The Chargors and the Lender agree that, in the event of any conflict or inconsistency between any provision of this Deed and any provision of the Loan Agreement, the provision of the Loan Agreement shall prevail.

### 1.6 Inconsistency between this Deed and the Intercreditor Agreement

The Chargors and the Lender agree that this Deed is the subject of the Intercreditor Agreement and that, in the event of any conflict or inconsistency between any provision of this

Deed and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail.

## **2 Guarantee and Indemnity**

### **2.1 Guarantee and indemnity**

Each Chargor irrevocably and unconditionally jointly and severally:

- (a) guarantees to the Lender punctual performance by each Obligor of all that Obligor's obligations under the Finance Documents;
- (b) undertakes with the Lender that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, that Chargor shall immediately on demand pay that amount as if it were the principal obligor; and
- (c) agrees with the Lender that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Lender immediately on demand against any costs, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this Deed if the amount claimed had been recoverable on the basis of a guarantee.

### **2.2 Extension of guarantee**

The guarantee set out in this clause 2 is given subject to and with the benefit of the provisions set out in schedule 2 (*The Guarantee*).

## **3 Payment of Secured Obligations**

Each Chargor covenants with the Lender that it will on demand pay and discharge the Secured Obligations when due in accordance with the terms of the Finance Documents.

## **4 Charges**

### **4.1 Nature of charges**

The charges contained in this clause 4 secure the payment and discharge of the Secured Obligations and are given to the Lender with full title guarantee.

### **4.2 Legal mortgage**

Each Chargor charges by way of first legal mortgage:

- (a) all the Land (if any) specified in Schedule 6 (*Land*); and
- (b) all other Land now owned by it,

and any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances).

#### 4.3 Fixed charge

Each Chargor charges by way of first fixed charge all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:

- (a) Land, other than that charged under clause 4.2 (*Legal mortgage*);
- (b) Equipment;
- (c) Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account;
- (d) Non-Vesting Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor;
- (e) Specified Intellectual Property;
- (f) Intellectual Property (other than any Specified Intellectual Property);
- (g) Investments, including those held for it by any nominee;
- (h) goodwill and uncalled capital;
- (i) Authorisations held by it in relation to any Security Asset; and
- (j) contracts and policies of insurance,

and any Rights accruing to, derived from or otherwise connected with them.

#### 4.4 Floating charge

- (a) Each Chargor charges by way of floating charge all its present and future business, undertaking and assets.
- (b) Paragraph 14 of Schedule B1 to the *Insolvency Act 1986* will apply to any floating charge created by this Deed.

#### 4.5 Trust

If or to the extent that the mortgaging or charging of any Security Asset is ineffective because of a prohibition on that mortgaging or charging, the relevant Chargor holds it on trust for the Lender.

### 5 Conversion of Floating charge

The Lender may convert all or part of the floating charge created by a Chargor under clause 4.4 (*Floating charge*) into a fixed charge by giving notice to that effect to the relevant Chargor and specifying the identity of the assets concerned. This may be done on one or more occasion, but only:

- (a) following the occurrence of an Event of Default; or
- (b) if the Lender reasonably considers that its security over the assets concerned is in jeopardy and that it is necessary to do so to protect or preserve its security.

## 6 Restrictions

- (a) Each Chargor will ensure that the restrictions contained in this clause 6 are complied with during the Security Period unless the Lender agrees to the contrary.
- (b) No Security Interests will exist over, or in relation to, any Security Asset save for as expressly permitted by the Facility Agreement.
- (c) There will be no Disposal of any Security Asset except for the Disposal in the ordinary course of trade of any Security Asset which is subject only to the floating charge created by clause 4.4 (*Floating charge*) or as otherwise permitted by the Facility Agreement.

## 7 Perfection

### 7.1 General action

- (a) Each Chargor will, at its own expense, create all such Security Interests, execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry, an asset registry or otherwise), deposit all such documents following the ABL Discharge Date and do all such other things as the Lender (acting reasonably) may require from time to time in order to:
  - (i) enable the Lender to perfect, preserve or protect the Security Interests or the priority of the Security Interests created by this Deed (or under a Deed of Accession) as the case may be; or
  - (ii) facilitate the enforcement of the Security Interests created by this Deed (or under a Deed of Accession), the realisation of the Security Assets or the exercise of any Rights held by the Lender or any Receiver or Administrator under or in connection with this Deed.
- (b) The scope of clause 7.1 is not limited by the specific provisions of the rest of this clause 7 or by any other provision of the Security Documents.

### 7.2 Land

- (a) If any Chargor acquires any Land after the date of this Deed it will:
  - (i) as soon as reasonably practicable notify the Lender;
  - (ii) if requested by the Lender (acting reasonably) and at the cost of that Chargor, execute and deliver to the Lender a first charge by way of legal mortgage over that Land in favour of the Lender in any form which the Lender may reasonably require; and
  - (iii) if required by the Lender (acting reasonably) and if the title to that Land is registered at the Land Registry or required to be registered, give the Land Registry written notice of such charge.
- (b) Each Chargor agrees, following the ABL Discharge Date, to the entry of the following restriction in the proprietorship register of the title to any Land which now or in the future is the subject of a charge by way of legal mortgage in favour of the Lender and which is, or is required to be, registered at the Land Registry:

*"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of*

*the charge dated [insert date] in favour of Aurelius IV UK Acquico One Limited of 6<sup>th</sup> Floor, 33 Glasshouse Street, London W1B 5DG referred to in the Charges Register."*

- (c) Each Chargor will procure the entry of a note of the obligation to make further advances under the terms of the Loan Agreement on the Charges Register of any registered land forming part of the Land over which it has created a charge by way of legal mortgage in favour of the Lender.
- (d) If requested by the Lender and following the ABL Discharge Date, each Chargor will deposit with the Lender all deeds and documents of title and all leases, licences and other ancillary documents received by it or on its behalf in relation to its Land.

### **7.3 Intellectual Property**

- (a) Each Chargor will as soon as reasonably practicable notify the Lender of its acquisition of any registered Intellectual Property and any action taken to register any Intellectual Property.
- (b) If requested by the Lender, each Chargor will promptly at its own expense execute any document and do all assurances, acts and things as the Lender may require to ensure that the Security Interests created by this Deed is recorded in each register in each jurisdiction in which any Intellectual Property is registered or to be registered.

### **7.4 Charged Accounts**

Each Chargor will promptly following the ABL Discharge Date or, in respect of any Charged Account opened after the ABL Discharge Date, promptly following the opening of such Charged Account:

- (a) serve notice on the bank at which each Charged Account is opened, substantially in the form set out in Part 1 of Schedule 7 (*Forms of Notice to Banks and Acknowledgement*); and
- (b) use its reasonable endeavours to procure that the relevant bank returns the acknowledgement substantially in the form set out in Part 2 of Schedule 7 (*Forms of Notice to Banks and Acknowledgement*) or such other form acceptable to the Lender, provided that if the relevant Chargor has not been able to obtain such acknowledgement, any obligation to comply with this clause 7.4(b) shall cease 30 Business Days following the date of service of the relevant notice pursuant to clause 7.4(a).

### **7.5 Shares**

- (a) If a Chargor owns UK Shares, it will as soon as reasonably practicable following the ABL Discharge Date (or, if it acquires the UK Shares later, as soon as practicable after it does so) deposit with the Lender all certificates or other documents of title to those UK Shares and stock transfer forms for them, executed in blank by the relevant Chargor; and
- (b) amend the articles of association of the Subsidiary concerned, or procure the amendment of such articles, to such extent and in the manner reasonably required by the Lender (and procure that the Subsidiary concerned takes, or omits to take, all such other steps as the Lender may reasonably require) in order to enable it to enforce its Security without restriction, in accordance with the terms of this Deed.

## 7.6 Subsequent Security Interests

If a Secured Party receives notice (actual or otherwise) of any subsequent Security Interests over or affecting all or any of the Security Assets, it will be treated as if it had immediately opened a new account in the name of each Chargor, and all payments received by the relevant Secured Party from that Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from that Chargor to that Secured Party.

## 8 Representations

Each Chargor makes the representations set out in this clause 8 to the Lender and the Secured Parties. The representations and warranties so set out are made on the date of this Deed and the representations in clauses 8.1 (*Title*) and 8.3(b) are repeated by the Chargors on the dates on which representations are to be repeated in accordance with the Loan Agreement.

### 8.1 Title

The Chargors are the sole legal and beneficial owners of the Security Assets free of any Security Interests or third party interest of any kind (other than pursuant to or as permitted by the Finance Documents).

### 8.2 Land

All Land beneficially owned by a Chargor as at the date of this Deed is described in Schedule 6 (*Land*).

### 8.3 Investments

- (a) All UK Shares beneficially owned by each relevant Chargor as at the date of this Deed are described in Schedule 8 (*UK Shares*).
- (b) All of those UK Shares and, to the extent applicable, all other Investments are fully paid.

### 8.4 Specified Intellectual Property

As at the date of this Deed:

- (a) the details of the Specified Intellectual Property specified in Schedule 5 (*Specified Intellectual Property*) are true, accurate, and complete in all material respects; and
- (b) no Chargor is the owner of any interest in any other registered Intellectual Property which is not identified in that Schedule.

## 9 Undertakings

### 9.1 Bank Accounts

- (a) Prior to the occurrence of an Event of Default which is continuing, each Chargor shall be free to deal with each Charged Account in the ordinary course of its business and may close or open such Charged Account with any bank or other financial institution provided that the terms of this Deed are complied with.
- (b) After the occurrence of an Event of Default which is continuing, no Chargor will be entitled to withdraw the whole or any part of any amount standing to the credit of any

Charged Account without the prior written consent of the Lender, save as permitted by the Facility Agreement.

## **9.2 Book Debts**

Each Chargor will collect and realise its Book Debts and other monies and receipts and, save to the extent that the Lender otherwise agrees in writing:

- (a) pay the proceeds of any Book Debts into a Charged Account;
- (b) pay the proceeds of any Non-Vesting Debts into a Charged Account; and
- (c) pending such payment into a Charged Account, hold the proceeds on trust for the Lender.

## **9.3 Land and Equipment**

Each Chargor will promptly notify the Lender if:

- (a) it receives any notice under section 146 of the Act; or
- (b) any proceedings are commenced against it for the forfeiture of any lease of its Land.

## **9.4 Investments**

- (a) After an Event of Default occurs which is continuing and following the ABL Discharge Date, each Chargor will:
  - (i) promptly pay over to the Lender all distributions relating to its Investments. Until such time each Chargor will pay all such distributions into a Charged Account; and
  - (ii) exercise all voting and other Rights attached to the Investments in any manner which the Lender may direct. Until such time each Chargor will be entitled to exercise those Rights.
- (b) Each Chargor will comply with all conditions and obligations assumed by it in respect of any of its Investments where failure to so comply would in the reasonable opinion of the Lender adversely affect the interests of the Secured Parties under the Finance Documents.

# **10 Enforcement**

## **10.1 Time for enforcement**

The Security Interests created by a Chargor under this Deed will become enforceable on the occurrence of an Event of Default which is continuing or if a Chargor so requests.

## **10.2 Powers on enforcement**

At any time after the Security Interests created under this Deed has become enforceable, the Lender may (without prejudice to any other of its rights and remedies and without notice to any Chargor) do all or any of the following:

- (a) serve notice on any bank at which a Charged Account is open, terminating the Chargor's right to operate such Charged Account;



- (b) exercise all the Rights given to mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act;
- (c) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, but without the restrictions imposed by sections 99 and 100 of the Act;
- (d) to the extent that any Security Asset constitutes Financial Collateral, appropriate it and transfer the title in and to it to the Lender insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (e) subject to clause 11.1 (*Appointment*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets;
- (f) appoint an administrator of any Chargor; and
- (g) taking any other action it may decide in any jurisdiction other than England.

### 10.3 Disposal of the Security Assets

In exercising the powers referred to in clause 10.2 (*Powers on enforcement*), the Lender or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

### 10.4 Application of proceeds

All money received by the Lender or a Receiver under or in connection with the Finance Documents (whether during, or before, enforcement of the Security Documents) will be applied in accordance with and subject to the terms of the Intercreditor Agreement.

## 11 Appointment and Powers of Receiver

### 11.1 Appointment

A Receiver must be appointed by the Lender by an instrument in writing, and otherwise in accordance with the Insolvency Legislation. The appointment of a Receiver may be made subject to such limitations as are specified by the Lender in the appointment. If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Lender may specify to the contrary in the appointment. Subject to the Insolvency Legislation, the Lender may remove or replace any Receiver.

### 11.2 Powers

A Receiver will have the powers given to him by the Insolvency Legislation, the powers given to a mortgagee or a receiver by Act, but without the restrictions contained in section 103 of the Act and the power to do, or omit to do, on behalf of a Chargor, anything which that Chargor itself could have done, or omitted to do, if its assets were not the subject of Security Interests and that Chargor were not in insolvency proceedings. Except to the extent provided by law, none of the powers described in this clause 11 will be affected by an Insolvency Event in relation to a Chargor.

### 11.3 Status and remuneration

- (a) A Receiver will be the agent of the relevant Chargor, which will be solely responsible for his acts and defaults and for the payment of his remuneration.
- (b) The Lender may from time to time determine the remuneration of any Receiver.

#### 11.4 Third parties

A person dealing with the Lender or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:

- (a) those persons have the power to do those things which they are purporting to do; and
- (b) they are exercising their powers properly.

### 12 Preservation of Security Interests

#### 12.1 Waiver of defences

Neither the Security Interests created by this Deed nor the obligations of any Chargor under this Deed will be affected by an act, omission, matter or thing which, but for this clause 12.1, would reduce, release or prejudice that Security Interests or any of those obligations under this Deed (whether or not known to it or the Lender or any other Secured Party) including:

- (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 of any Chargor or any other person;
- (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 or 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;
- (d) 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;
- (e) any amendment (however fundamental) or replacement of a Finance Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

#### 12.2 Immediate recourse

Each Chargor waives any right it may have of first requiring the Lender to proceed against or enforce any other rights or security or claim payment from any person before enforcing the Security Interests constituted by this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

#### 12.3 Appropriations

Until the expiry of the Security Period, the Lender may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Lender in respect of the Secured Obligations, or apply and enforce the same in accordance with the Intercreditor Agreement; and
- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability in respect of the Secured Obligations.

## 12.4 Deferral of Chargors' rights

Until the expiry of the Security Period, and unless the Lender otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

- (a) to be indemnified by any other Chargor;
- (b) to claim any contribution from any other guarantor of any Chargor's obligations under the Finance Documents; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Lender's rights under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender.

## 13 Duration of the Security Interests

- (a) The liabilities of each Chargor under the Finance Documents and the Security Interests created by this Deed will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.
- (b) If any payment by a Chargor or any other security provider or any release given by the Lender (whether in respect of the Secured Obligations or any security for them or otherwise) is avoided or reduced as a result of an Insolvency Event or any similar event:
  - (i) the liability of such Chargor under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and
  - (ii) the Lender will be entitled to recover the value or amount of that security or payment from such Chargor, as if the payment, release, avoidance or reduction had not occurred.
- (c) Section 93 of the Act will not apply to this Deed.

## 14 Expenses, liability and indemnity

- (a) Each Chargor will, within three Business Days of demand:
  - (i) pay the Lender the amount of all costs and expenses (including legal and valuation fees) reasonably incurred by the Lender in connection with the negotiation, preparation, printing and execution of this Deed and any other documents referred to in this Deed; and
  - (ii) pay all other costs and expenses (including legal fees) incurred from time to time in connection with the enforcement of or preservation of rights under this Deed by the Lender, any Receiver or other person appointed by the Lender under this Deed or by statute, and keep each of them indemnified against any failure or delay in paying the same.
- (b) Neither the Secured Parties nor a Receiver nor any of their Officers will be in any way liable or responsible to a Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Security Assets or this Deed, except to the extent caused by its own gross negligence or wilful misconduct.

- (c) Each Chargor shall promptly indemnify the Lender, any Receiver and every Delegate against any cost, loss or liability reasonably incurred by any of them as a result of:
  - (i) the taking, holding, protection or enforcement of the Security Interests under this Deed in accordance with its terms;
  - (ii) the exercise of any of the rights, powers, discretions and remedies vested in the Lender and each Receiver and Delegate by this Deed or by law; and
  - (iii) any default by any Chargor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents.
- (d) The Secured Parties and any Receiver will be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in this clause 14.

## 15 Power of Attorney

- (a) Each Chargor, by way of security, irrevocably appoints each of the Lender and any Receiver severally to be its attorney to do anything:
  - (i) which the Chargor is obliged to do under the Finance Documents; or
  - (ii) which the attorney may require to exercise any of the Rights conferred on it by this Deed or by law,

following the occurrence of an Event of Default which is continuing or following the failure by that Chargor to comply within ten Business Days from receipt of a written request from the Lender in accordance with the terms of this Deed, to take any action and sign or execute any further documents which that Chargor is required to take, sign or execute in accordance with this Deed.

- (b) Each Chargor agrees, on the request of the Lender or any Receiver, to ratify and confirm all such action taken.

## 16 Remedies

- (a) The Rights created by this Deed are in addition to any other Rights of the Secured Parties against the Chargors or any other security provider under any other documentation, the general law or otherwise. They will not merge with or limit those other Rights, and are not limited by them.
- (b) No failure by a Secured Party to exercise any Right under this Deed will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by a Secured Party preclude its further exercise.
- (c) If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

## 17 Notices

Any communications to be made under or in connection with this Deed will be made in accordance with clause 15 (*Notices*) of the Loan Agreement.

## 18 Miscellaneous

### 18.1 Accession of Affiliates

- (a) To the extent that any Affiliate of the Company is required by the terms of the Finance Documents to provide Security Interests over its assets under English law, it may do so by executing a Deed of Accession and such Affiliate will on the date which such Deed of Accession is executed by it become a party to this Deed in the capacity of a Chargor and this Deed will be read and construed for all purposes as if such company had been an original party to this Deed as a Chargor (but for the avoidance of doubt the security created by such company will be created on the date of the Deed of Accession).
- (b) Each Chargor (other than the Company) by its execution of this Deed or any Deed of Accession, irrevocably appoints the Company to execute on its behalf any Deed of Accession without further reference to or the consent of such Chargor and such Chargor will be bound by any such Deed of Accession as if it had itself executed such Deed of Accession.

### 18.2 Charged Accounts

At any time before the Security Interests created by this Deed has become enforceable, in the absence of any directions from the Lender to the contrary, any amount permitted by the terms of the Finance Documents to be paid into a Charged Account will on payment into such account stand released from the fixed charge created by clause 4.3 (*Fixed charge*) and will stand subject to the floating charge created by clause 4.4(a) (*Floating charge*), provided that such release will in no respect prejudice the continuance of any fixed charge created by clause 4.3 (*Fixed charge*) in respect of any other amount.

## 19 Governing Law and Jurisdiction

### 19.1 Governing Law

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

### 19.2 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 regarding the existence, validity or termination of this Deed) (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) This clause 19.2 (*Jurisdiction*) is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Secured Party may take concurrent proceedings in any number of jurisdictions.

This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

Schedule 1 The Other Chargors

Name of Chargor	Jurisdiction of incorporation	Registration number (if any)
Footasylum Limited	England and Wales	05535565

## Schedule 2 The Guarantee

### 1 Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Chargor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

### 2 Reinstatement

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

### 3 Waiver of defences

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

- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (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 other person or 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;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension or increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency, administration or similar proceedings.

### 4 Guarantor Intent

Without prejudice to the generality of paragraph 3 (*Waiver of defences*), each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities, refinancing any other indebtedness; making

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facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

**5 Immediate recourse**

Each Chargor waives any right it may have of first requiring the Lender to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

**6 Appropriations**

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability under this Deed.

**7 Deferral of Guarantors' rights**

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to be indemnified by a Chargor;
- (b) to claim any contribution from any other guarantor of any Chargor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender;
- (d) to bring legal or other proceedings for an order requiring any member of the Group to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under clause 2.1 (*Guarantee and indemnity*);
- (e) to exercise any right of set-off against any member of the Group; and/or
- (f) to claim or prove as a creditor of any member of the Group in competition with the Lender.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Lender by the any member of the Group under or in connection



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with the Finance Documents to be repaid in full on trust for the Lender and shall promptly pay or transfer the same to the Lender.

**8** Additional security

This guarantee is in addition to, and is not in any way prejudiced by, any other guarantee or security at the date of this guarantee or subsequently held by the Lender.

## Schedule 3 Charged Accounts

Chargor	Bank	Sort Code	Account No	Currency
Footasylum Limited	HSBC UK Bank plc	██████	██████	Australian Dollars
Footasylum Limited	HSBC UK Bank plc	██████	██████	Euros
Footasylum Limited	HSBC UK Bank plc	██████	██████	US Dollars
Footasylum Limited	HSBC UK Bank plc	██████	██████	Sterling
Footasylum Limited	HSBC UK Bank plc	██████	██████	Sterling
Footasylum Limited	HSBC UK Bank plc	██████	██████	Sterling
Footasylum Limited	HSBC UK Bank plc	██████	██████	Sterling

## Schedule 4 Deed of Accession

**THIS DEED OF ACCESSION** is dated [●] and made

### BETWEEN

- (1) [\*\*\*\*] Limited [registered in England with number [\*\*\*\*] whose registered office is at [\*\*\*\*]] [a corporation organised and existing under the laws of [\*\*\*\*] whose principal place of business is at [\*\*\*\*]] [of [\*\*\*\*]] (the **New Chargor**);
- (2) **Aurelius IV UK Acquico Two Limited** registered in England with number 14176347 for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below) (**Company**); and
- (3) **Aurelius IV UK Acquico One Limited**, registered in England with number 14175920 (the **Lender**).

### Background

- A The Company and others as Chargors entered into a debenture dated [\*\*\*\*] (as supplemented and amended from time to time, the Debenture) in favour of the Lender.
- B The New Chargor has at the request of the Company and in consideration of the Secured Parties continuing to make facilities available to the Borrower and after giving due consideration to the terms and conditions of the Finance Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Chargor under the Debenture.
- C The Chargors and the Lender intend that this document take effect as a deed notwithstanding that it may be executed under hand.

### IT IS AGREED:

- 1 Terms defined in the Debenture have the same meaning when used in this Deed.
- 2 The New Chargor agrees to become a party to and bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture will be read and construed for all purposes as if the New Chargor had been an original party to the Debenture in the capacity of Chargor (but so that the Security Interests created consequent on such accession will be created on the date of this Deed).
- 3 The New Chargor undertakes to be bound by all of the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.
- 4 The New Chargor grants to the Lender the charges, mortgages and other Security Interests described in the Debenture as being granted, created or made by Chargors under the Debenture to the intent that its charges, mortgages and other Security Interests will be effective and binding on it and its property and assets and will not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession.
- 5 The Debenture and this Deed will be read and construed as one to the extent and so that references in the Debenture to:
  - (a) this Deed and similar phrases will be deemed to include this Deed;

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- (b) Schedule 3 (*Charged Accounts*) will be deemed to include a reference to Part 1 of the Schedule to this Deed;
  - (c) Schedule 5 (*Specified Intellectual Property*) will be deemed to include a reference to Part 2 of the Schedule to this Deed;
  - (d) Schedule 6 (*Land*) will be deemed to include a reference to Part 3 of the Schedule to this Deed; and
  - (e) Schedule 8 (*UK Shares*) will be deemed to include a reference to Part 4 of the Schedule to this Deed.
- 6 The parties agree that the bank accounts of the New Chargor specified in Part 1 of the Schedule to this Deed as Charged Accounts will be designated as Charged Accounts for the purposes of the Debenture.
- 7 The Company, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed.
- 8 Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, the New Chargor as security for the payment and performance of the Secured Obligations, and in the manner specified in clause 4.1 (*Nature of charges*) of the Debenture:
- (a) charges by way of first legal mortgage:
    - (i) all the Land (if any) a brief description of which is contained in Schedule 6 (*Land*) to the Debenture and/or Part 3 of the Schedule to this Deed; and
    - (ii) all other Land now owned by it,and any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances).
  - (b) charges by way of first fixed charge all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:
    - (i) the Intellectual Property (if any) specified in Part 2 of the Schedule to this Deed (which will from today's date form part of the Specified Intellectual Property of the Chargors for the purposes of the Debenture);
    - (ii) Intellectual Property not charged under paragraph 8(b)(i);
    - (iii) (including those held for it by any nominee) Investments including all of the UK Shares (if any) brief descriptions of which are specified in Part 4 of the Schedule to this Deed,and any Rights accruing to, derived from or otherwise connected with them.
- 9 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

**Schedule 1**

**Part 1 Charged Accounts**

**Charged Accounts**

*[Insert details of all Charged Accounts of the New Chargo]*

**Part 2 - Specified Intellectual Property**

*[Insert details of any registered Intellectual Property owned by the New Chargo]*

**Part 3 - Land**

*[Insert details of any real property owned by the New Chargor]*

**Part 4 - UK Shares**

*[Insert details of all UK Shares held by the New Chargor]*



SIGNATORIES  
[to the Deed of Accession]

The New Chargor

Executed as a deed by )  
[\*\*\*\*] LIMITED )  
acting by a director in the presence of: )

Signature of witness: .....

Name of witness: .....

Address: .....  
.....

The Company

for itself and as agent for the other  
Chargors party to the Debenture

Executed as a deed by )  
AURELIUS IV UK ACQUICO TWO LIMITED )  
acting by a director in the presence of: )

Signature of witness: .....

Name of witness: .....

Address: .....  
.....

The Lender

AURELIUS IV UK ACQUICO ONE LIMITED

By:

Name:

Title:

## Schedule 5 Specified Intellectual Property

## Trademarks

Chargor	TM number	Jurisdiction	Registration Date
Footasylum Limited	016554032	EUTM	9 August 2017
Footasylum Limited	UK00916554032	United Kingdom	9 August 2017
Footasylum Limited	TM2019042772	Malaysia	7 October 2021
Footasylum Limited	UK00003171175	United Kingdom	18 November 2016
Footasylum Limited	1538904	Australia	6 May 2020
Footasylum Limited	30007473	China	7 February 2019
Footasylum Limited	30007472	China	7 February 2019
Footasylum Limited	30007471	China	7 February 2019
Footasylum Limited	30007470	China	14 February 2019
Footasylum Limited	015150337	EUTM	13 June 2016
Footasylum Limited	018158762	EUTM	22 May 2020
Footasylum Limited	TM2019042768	Malaysia	16 December 2020
Footasylum Limited	TM2019043855	Malaysia	6 January 2021
Footasylum Limited	TM2019043856	Malaysia	6 January 2021
Footasylum Limited	1538904	Republic of Korea (South)	11 April 2022
Footasylum Limited	1538904	Russian Federation	6 May 2020
Footasylum Limited	UK00003447449	United Kingdom	21 February 2020
Footasylum Limited	UK00915150337	United Kingdom	13 June 2016
Footasylum Limited	UK00918158762	United Kingdom	22 May 2020
Footasylum Limited	1538904	United States of America	1 June 2021
Footasylum Limited	1538904	WIPO	6 May 2020
Footasylum Limited	UK00003090157	United Kingdom	20 January 2015
Footasylum Limited	UK00003086671	United Kingdom	18 December 2014
Footasylum Limited	00003566840	United Kingdom	14 May 2021

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Chargor	TM number	Jurisdiction	Registration Date
Footasylum Limited	3024775	United Kingdom	3 October 2013
Footasylum Limited	3049711	United Kingdom	11 July 2014
Footasylum Limited	017834681	EUTM	16 June 2018
Footasylum Limited	UK00003253190	United Kingdom	24 November 2017
Footasylum Limited	UK00917834681	United Kingdom	16 June 2018
Footasylum Limited	016554024	EUTM	19 July 2017
Footasylum Limited	UK00916554024	United Kingdom	19 July 2017
Footasylum Limited	UK00003090362	United Kingdom	21 January 2015
Footasylum Limited	00003338979	United Kingdom	17 September 2018
Footasylum Limited	018156480	EUTM	22 May 2020
Footasylum Limited	UK00003272053	United Kingdom	21 November 2017
Footasylum Limited	UK00918156480	United Kingdom	22 May 2020
Footasylum Limited	UK00003568236	United Kingdom	23 April 2021
Footasylum Limited	009437708	EUTM	25 February 2011
Footasylum Limited	UK00909437708	United Kingdom	25 February 2011
Footasylum Limited	009438375	EUTM	28 February 2011
Footasylum Limited	UK00909438375	United Kingdom	28 February 2011
Footasylum Limited	UK00003552431	United Kingdom	2 April 2021
Footasylum Limited	UK00003568002	United Kingdom	14 May 2021
Footasylum Limited	3038934	United Kingdom	16 May 2014
Footasylum Limited	018151203	EUTM	27 February 2020
Footasylum Limited	UK00918151203	United Kingdom	27 February 2020
Footasylum Limited	UK00003104527	United Kingdom	17 July 2015
Footasylum Limited	UK00003230078	United Kingdom	28 July 2017
Footasylum Limited	2416815	United Kingdom	6 October 2006
Footasylum Limited	UK00003551796	United Kingdom	14 May 2021
Footasylum Limited	006037221	EUTM	7 August 2008

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Chargor	TM number	Jurisdiction	Registration Date
Footasylum Limited	UK00906037221	United Kingdom	7 August 2008
Footasylum Limited	13363973	China	7 February 2015
Footasylum Limited	30007457	China	7 February 2019
Footasylum Limited	30007459	China	21 April 2022
Footasylum Limited	30007456	China	7 February 2019
Footasylum Limited	30007458	China	7 April 2021
Footasylum Limited	30007455	China	7 February 2019
Footasylum Limited	25337638	China	14 July 2018
Footasylum Limited	013541073	EUTM	14 April 2015
Footasylum Limited	1553850	Singapore	30 July 2020
Footasylum Limited	2406608	United Kingdom	12 May 2006
Footasylum Limited	UK00003350480	United Kingdom	2 November 2018
Footasylum Limited	UK00913541073	United Kingdom	14 April 2015
Footasylum Limited	1553850	United States of America	29 June 2021
Footasylum Limited	1553850	WIPO	20 July 2020
Footasylum Limited	2416817	United Kingdom	6 October 2006
Footasylum Limited	006528822	EUTM	6 November 2008
Footasylum Limited	UK00906528822	United Kingdom	6 November 2008
Footasylum Limited	00003269858	United Kingdom	10 November 2017
Footasylum Limited	5269054	Japan	2 October 2009
Footasylum Limited	UK00002530001	United Kingdom	27 October 2009
Footasylum Limited	UK00002559053	United Kingdom	10 November 2009
Footasylum Limited	1539095	Australia	13 May 2020
Footasylum Limited	30007465	China	7 February 2019
Footasylum Limited	30007464	China	7 February 2019
Footasylum Limited	30007466	China	7 February 2019

## EXECUTION VERSION

Chargor	TM number	Jurisdiction	Registration Date
Footasylum Limited	30007463	China	7 February 2019
Footasylum Limited	015345978	EUTM	1 February 2019
Footasylum Limited	TM2019043862	Malaysia	5 January 2022
Footasylum Limited	TM2019043863	Malaysia	5 January 2022
Footasylum Limited	TM2019043864	Malaysia	5 January 2022
Footasylum Limited	1539095	Republic of Korea (South)	30 June 2022
Footasylum Limited	1539095	Russian Federation	13 May 2020
Footasylum Limited	3025877	United Kingdom	11 October 2013
Footasylum Limited	UK00003447496	United Kingdom	8 August 2020
Footasylum Limited	UK00915345978	United Kingdom	1 February 2019
Footasylum Limited	1539095	United States of America	1 June 2021
Footasylum Limited	1539095	WIPO	13 May 2020
Footasylum Limited	009938011	EUTM	14 September 2011
Footasylum Limited	UK00909938011	United Kingdom	14 September 2011
Footasylum Limited	1537446	Australia	6 May 2020
Footasylum Limited	30007460	China	7 February 2019
Footasylum Limited	30007462	China	7 February 2019
Footasylum Limited	015345994	EUTM	15 April 2016
Footasylum Limited	TM2019042776	Malaysia	9 December 2020
Footasylum Limited	TM2019042782	Malaysia	9 Decemebr 2020
Footasylum Limited	TM2019042786	Malaysia	9 December 2020
Footasylum Limited	1537446	Republic of Korea (South)	6 May 2020
Footasylum Limited	1537446	Russian Federation	6 May 2020
Footasylum Limited	UK00003445401	United Kingdom	7 February 2020
Footasylum Limited	UK00915345994	United Kingdom	15 April 2016

## EXECUTION VERSION

Chargor	TM number	Jurisdiction	Registration Date
Footasylum Limited	1537446	United States of America	1 June 2021
Footasylum Limited	1537446	WIPO	6 May 2020
Footasylum Limited	1537290	Australia	6 May 2020
Footasylum Limited	30007461	China	28 April 2020
Footasylum Limited	016554041	EUTM	27 July 2017
Footasylum Limited	TM2019044233	Malaysia	
Footasylum Limited	TM2019044234	Malaysia	
Footasylum Limited	TM201904425	Malaysia	10 Sept 2020
Footasylum Limited	1537290	Republic of Korea (South)	1 April 2022
Footasylum Limited	1537290	Russian Federation	6 May 2020
Footasylum Limited	00003447777	United Kingdom	8 August 2020
Footasylum Limited	UK00916554041	United Kingdom	27 July 2017
Footasylum Limited	1537290	United States of America	1 June 2021
Footasylum Limited	1537290	WIPO	6 May 2020
Footasylum Limited	3019880	United Kingdom	28 August 2013
Footasylum Limited	1537914	Australia	6 May 2020
Footasylum Limited	016554057	EUTM	20 July 2017
Footasylum Limited	TM2019044236	Malaysia	10 September 2020
Footasylum Limited	TM2019044237	Malaysia	10 September 2020
Footasylum Limited	TM2019044238	Malaysia	10 September 2020
Footasylum Limited	1537914	Republic of Korea (South)	1 April 2022
Footasylum Limited	1537914	Russian Federation	6 May 2020
Footasylum Limited	UK00003447775	United Kingdom	8 August 2020
Footasylum Limited	UK00916554057	United Kingdom	20 July 2017

## EXECUTION VERSION

Chargor	TM number	Jurisdiction	Registration Date
Footasylum Limited	1537914	United States of America	13 July 2021
Footasylum Limited	1537914	WIPO	6 May 2020
Footasylum Limited	00003552312	United Kingdom	2 April 2021
Footasylum Limited	UK00003202519	United Kingdom	15 December 2016
Footasylum Limited	1536310	Australia	6 May 2020
Footasylum Limited	017871503	EUTM	28 June 2018
Footasylum Limited	TM2019043859	Malaysia	9 December 2020
Footasylum Limited	TM2019043857	Malaysia	9 December 2020
Footasylum Limited	TM2019043860	Malaysia	9 December 2020
Footasylum Limited	1536310	Republic of Korea (South)	6 May 2020
Footasylum Limited	1536310	Russian Federation	6 May 2020
Footasylum Limited	00003453293	United Kingdom	13 March 2020
Footasylum Limited	UK00917871503	United Kingdom	28 June 2018
Footasylum Limited	1536310	United States of America	1 June 2021
Footasylum Limited	1536310	WIPO	6 May 2020
Footasylum Limited	UK00003140512	United Kingdom	14 December 2015
Footasylum Limited	UK00003203053	United Kingdom	19 December 2016
Footasylum Limited	UK00003584113	United Kingdom	2 July 2021
Footasylum Limited	3036581	United Kingdom	3 January 2014
Footasylum Limited	3036583	United Kingdom	3 January 2014
Footasylum Limited	UK00003095224	United Kingdom	15 May 2015
Footasylum Limited	UK00003095237	United Kingdom	15 May 2015
Footasylum Limited	UK00003077452	United Kingdom	17 October 2014
Footasylum Limited	004266011	EUTM	11 April 2006
Footasylum Limited	UK00904266011	United Kingdom	11 April 2006

## EXECUTION VERSION

Chargor	TM number	Jurisdiction	Registration Date
Footasylum Limited	003713278	EUTM	27 July 2005
Footasylum Limited	2352248	United Kingdom	24 December 2003
Footasylum Limited	UK00903713278	United Kingdom	27 July 2005
Footasylum Limited	3122702	United States of America	1 August 2006
Footasylum Limited	015312051	EUTM	5 August 2017
Footasylum Limited	UK00915312051	United Kingdom	5 August 2017
Footasylum Limited	30007468	China	7 February 2020
Footasylum Limited	1537713	Australia	6 May 2020
Footasylum Limited	1537713	Republic of Korea (South)	6 May 2020
Footasylum Limited	UK00003445425	United Kingdom	7 February 2020
Footasylum Limited	1537713	United States of America	11 May 2021
Footasylum Limited	1537713	WIPO	6 May 2020
Footasylum Limited	3056338	United Kingdom	20 May 2014
Footasylum Limited	UK00003330322	United Kingdom	8 August 2018
Footasylum Limited	UK00003330335	United Kingdom	8 August 2018
Footasylum Limited	1538905	Australia	6 May 2020
Footasylum Limited	018151205	EUTM	22 May 2020
Footasylum Limited	TM2019042757	Malaysia	2 December 2020
Footasylum Limited	TM2019043850	Malaysia	2 December 2020
Footasylum Limited	TM2019043852	Malaysia	2 December 2020
Footasylum Limited	1538905	Republic of Korea (South)	6 May 2020
Footasylum Limited	1538905	Russian Federation	6 May 2020
Footasylum Limited	UK00003445410	United Kingdom	7 February 2020
Footasylum Limited	UK00003447490	United Kingdom	8 Aug 2020
Footasylum Limited	UK00918151205	United Kingdom	22 May 2020



**EXECUTION VERSION**

<b>Chargor</b>	<b>TM number</b>	<b>Jurisdiction</b>	<b>Registration Date</b>
Footasylum Limited	1538905	United States of America	6 May 2020
Footasylum Limited	1538905	WIPO	6 May 2020
Footasylum Limited	1541804	Australia	6 May 2020
Footasylum Limited	018151204	EUTM	22 May 2020
Footasylum Limited	TM2019042762	Malaysia	16 December 2020
Footasylum Limited	TM2019043853	Malaysia	30 December 2020
Footasylum Limited	TM2019043854	Malaysia	30 December 2020
Footasylum Limited	1541804	Republic of Korea (South)	28 March 2022
Footasylum Limited	UK00003445419	United Kingdom	7 February 2020
Footasylum Limited	00003453270	United Kingdom	9 August 2020
Footasylum Limited	UK00918151204	United Kingdom	22 May 2020
Footasylum Limited	1541804	United States of America	6 May 2020
Footasylum Limited	1541804	WIPO	6 May 2020
Footasylum Limited	015150311	EUTM	20 June 2016
Footasylum Limited	UK00003173898	United Kingdom	11 July 2016
Footasylum Limited	UK00915150311	United Kingdom	20 June 2016
Footasylum Limited	00003545894	United Kingdom	19 February 2021

**Design Rights**

<b>Chargor</b>	<b>Registration Date</b>	<b>Description</b>	<b>Application number</b>
None as at the date of this Deed.			

**Patents**

<b>Chargor</b>	<b>Patent number</b>	<b>Description</b>
None as at the date of this Deed.		

**Domain names**

Chargor	Domain	Registered Date	Renewal Date
Footasylum Limited	7heritage.co.uk	2016-06-23	2024-06-23
Footasylum Limited	7heritage.com	2016-06-23	2024-06-23
Footasylum Limited	7heritage.uk	2016-06-23	2024-06-23
Footasylum Limited	7liverpool.co.uk	2016-06-15	2024-06-15
Footasylum Limited	7liverpool.com	2016-06-15	2024-06-15
Footasylum Limited	alessandrozavetti.co.uk	2015-02-26	2023-02-26
Footasylum Limited	alessandrozavetti.com	2015-02-26	2023-02-26
Footasylum Limited	alpinexapparel.co.uk	2020-11-30	2022-11-30
Footasylum Limited	alpinexapparel.com	2020-11-30	2022-11-30
Footasylum Limited	alpinexofficial.co.uk	2020-11-30	2022-11-30
Footasylum Limited	alpinexofficial.com	2020-11-30	2022-11-30
Footasylum Limited	alpinexstore.co.uk	2020-11-30	2022-11-30
Footasylum Limited	alpinexstore.com	2020-11-30	2022-11-30
Footasylum Limited	alpyrex.co.uk	2021-01-29	2023-01-29
Footasylum Limited	brandloyalti.co.uk	2017-06-19	2023-06-19
Footasylum Limited	brandloyalti.com	2017-06-19	2023-06-19
Footasylum Limited	brkthru.co.uk	2019-02-01	2023-02-01
Footasylum Limited	condemnednation.co.uk	2010-07-20	2024-07-20
Footasylum Limited	condemnednation.com	2010-07-20	2023-07-20
Footasylum Limited	customkicks.co.uk	2013-05-24	2023-05-24
Footasylum Limited	dripmade.co.uk	2021-01-29	2023-01-29

## EXECUTION VERSION

Chargor	Domain	Registered Date	Renewal Date
Footasylum Limited	drome-mail.co.uk	2013-09-19	2022-09-19
Footasylum Limited	drome.co.uk	1999-03-13	2023-03-13
Footasylum Limited	drome.uk	2014-09-09	2022-09-09
Footasylum Limited	farewards.co.uk	2018-05-22	2023-05-22
Footasylum Limited	faunlckd.co.uk	2018-07-23	2024-07-23
Footasylum Limited	faunlckd.com	2018-07-23	2024-07-23
Footasylum Limited	faunlocked.co.uk	2018-05-22	2023-05-22
Footasylum Limited	faunlocked.com	2018-05-22	2023-05-22
Footasylum Limited	fawomens.co.uk	2017-01-16	2023-01-16
Footasylum Limited	fawomens.com	2017-01-16	2023-01-16
Footasylum Limited	footasylum-mail.co.uk	2011-01-25	2023-01-25
Footasylum Limited	footasylum.co.uk	2005-08-17	2023-01-12
Footasylum Limited	footasylum.com	2005-01-12	2023-01-12
Footasylum Limited	footasylum.info	2006-10-21	2023-12-21
Footasylum Limited	footasylum.net	2005-12-21	2025-12-21
Footasylum Limited	footasylum.org	2006-10-21	2023-12-21
Footasylum Limited	footasylum.uk	2014-09-09	2022-09-09
Footasylum Limited	footasylumapi.com	2018-02-28	2023-02-28
Footasylum Limited	footasylumoutlet.co.uk	2016-05-03	2023-03-18
Footasylum Limited	footasylumrewards.co.uk	2018-05-22	2023-05-22
Footasylum Limited	footasylumrewards.com	2018-05-22	2023-05-22
Footasylum Limited	footasylumsoldes.com	2016-03-30	2024-03-30

## EXECUTION VERSION

Chargor	Domain	Registered Date	Renewal Date
Footasylum Limited	footasylumunlckd.co.uk	2018-07-23	2024-07-23
Footasylum Limited	footasylumunlckd.com	2018-07-23	2024-07-23
Footasylum Limited	footasylumunlocked.co.uk	2018-05-22	2023-05-22
Footasylum Limited	footasylumunlocked.com	2018-05-22	2023-05-22
Footasylum Limited	footasylumwomens.co.uk	2017-01-16	2023-01-16
Footasylum Limited	footasylumwomens.com	2017-01-16	2023-01-16
Footasylum Limited	genius-madness.co.uk	2008-06-07	2023-08-07
Footasylum Limited	genius-madness.com	2008-06-07	2023-06-07
Footasylum Limited	gloriousg.com	2017-08-23	2023-08-23
Footasylum Limited	gloriousgangsta.co.uk	2018-03-21	2022-08-16
Footasylum Limited	gloriousgangsta.com	2018-03-20	2022-08-16
Footasylum Limited	gloriousgangster.co.uk	2017-09-15	2021-09-15
Footasylum Limited	gloriousgangster.com	2017-09-15	2021-09-15
Footasylum Limited	gloriousganstacllothing.com	2017-08-23	2023-08-23
Footasylum Limited	internetathletics.co.uk	2005-08-03	2023-08-03
Footasylum Limited	isithedom.com	2020-09-30	2022-09-30
Footasylum Limited	kingswilldream.co.uk	2016-05-04	2024-05-04
Footasylum Limited	kingswilldream.com	2017-02-14	2023-04-15
Footasylum Limited	liberteparis.co.uk	2018-11-15	2022-11-15
Footasylum Limited	loyalticlothing.co.uk	2018-01-19	2024-01-19
Footasylum Limited	loyalticlothing.com	2018-01-19	2024-01-19
Footasylum Limited	loyaltifashion.co.uk	2018-01-19	2024-01-19

## EXECUTION VERSION

Chargor	Domain	Registered Date	Renewal Date
Footasylum Limited	loyaltifashion.com	2018-01-19	2024-01-19
Footasylum Limited	metissier.co.uk	2019-04-15	2023-04-15
Footasylum Limited	metissier.com	2019-04-15	2023-04-15
Footasylum Limited	metissierparis.co.uk	2018-12-11	2022-12-11
Footasylum Limited	metissierparis.com	2018-12-11	2022-12-11
Footasylum Limited	monterrain.co.uk	2019-01-11	2023-01-11
Footasylum Limited	mountainelite.co.uk	2021-01-26	2023-01-26
Footasylum Limited	onsker.co.uk	2015-03-04	2023-03-04
Footasylum Limited	patoneparis.co.uk	2018-12-13	2022-12-13
Footasylum Limited	patoneparis.com	2018-12-13	2022-12-13
Footasylum Limited	poorhomme.co.uk	2018-06-27	2024-06-27
Footasylum Limited	s1cario.co.uk	2019-03-27	2023-03-27
Footasylum Limited	s1cario.com	2019-03-27	2023-03-27
Footasylum Limited	sale-asylum.co.uk	2009-03-18	2023-03-18
Footasylum Limited	sale-asylum.com	2009-03-18	2023-03-18
Footasylum Limited	saleasylum.co.uk	2009-02-02	2023-02-02
Footasylum Limited	seven07.co.uk	2016-06-08	2024-06-08
Footasylum Limited	seven07.uk	2016-06-08	2024-06-08
Footasylum Limited	sevenheritage.co.uk	2016-06-23	2024-06-23
Footasylum Limited	sevenheritage.com	2016-06-23	2024-06-23
Footasylum Limited	sevenheritage.uk	2016-06-23	2024-06-23
Footasylum Limited	sevenliverpool.co.uk	2016-06-15	2024-06-15

## EXECUTION VERSION

Chargor	Domain	Registered Date	Renewal Date
Footasylum Limited	sevenliverpool.com	2016-06-15	2024-06-15
Footasylum Limited	sevenstore.co.uk	2016-06-22	2024-06-22
Footasylum Limited	sevenstore.com	2018-04-30	2023-02-21
Footasylum Limited	sevenstore.uk	2016-06-22	2024-06-22
Footasylum Limited	sevenstorelaunch.co.uk	2018-08-17	2022-08-17
Footasylum Limited	sevenstorelaunch.com	2018-08-17	2022-08-17
Footasylum Limited	sevenstorelaunches.co.uk	2018-08-17	2022-08-17
Footasylum Limited	sevenstorelaunches.com	2018-08-17	2022-08-17
Footasylum Limited	sneakaholics.co.uk	2012-05-17	2023-05-17
Footasylum Limited	store7.co.uk	2016-06-22	2024-06-22
Footasylum Limited	store7.uk	2016-06-22	2024-06-22
Footasylum Limited	storeseven.co.uk	2016-06-22	2024-06-22
Footasylum Limited	storeseven.uk	2016-06-22	2024-06-22
Footasylum Limited	stylecouncil.co.uk	2003-12-30	2022-12-30
Footasylum Limited	svrnclothing.co.uk	2019-03-11	2023-03-11
Footasylum Limited	teesforbritain.co.uk	2012-03-23	2023-03-23
Footasylum Limited	teesforbritain.com	2012-03-23	2023-03-23
Footasylum Limited	trendbook.co.uk	2010-06-21	2023-06-21
Footasylum Limited	unlckd.co.uk	2018-07-23	2024-07-23
Footasylum Limited	weareasylum.co.uk	2015-03-04	2023-03-14
Footasylum Limited	weareglorious.co.uk	2015-03-25	2023-03-25
Footasylum Limited	zavetti.com	2018-06-27	2024-06-27

EXECUTION VERSION

Chargor	Domain	Registered Date	Renewal Date
Footasylum Limited	zavetticanada.co.uk	2018-06-27	2024-06-27
Footasylum Limited	zavetticanada.com	2018-06-27	2024-06-27
Footasylum Limited	zavettisport.co.uk	23/02/2021	2023-02-23
Footasylum Limited	zavettisport.com	23/02/2021	2023-02-23

## Schedule 6 Land

Address	Title Number
The Sharp Project, Thorpe Road, Newton Heath, Manchester, M40 5BJ	GM788360 – Register/Lease GM733984 – Register/Lease
43-45 Northumberland Street, Newcastle upon Tyne, NE1 7AS	GM485667 – Lease (LL Title) GM370914 – Lease GM895676 - Lease
SU305, Bullring Shopping Centre, Birmingham, B5 4BA	WM708354 – Register/Lease WM695278 – Register
Unit N2, Houndshill Shopping Centre, Victoria Street, Blackpool, FY1 4HU	LA793250 – Register/Lease LAN214383 - Register
26 Norfolk Street, Liverpool, L1 0BE	MS53675 – Lease (LL Title)
33-37 King Street, Huddersfield, HD1 2PZ	WYK805554 - Register YY38808 - Register WYK334095 – Register/Lease
Unit 3, 69/75 Above Bar Street, Southampton, SO14 7FE	HP825571 - Register HP470624 – Register/Lease
Unit 7a Fosse Park, Leicester, LE19 1HY	LT507952 - Register LT496090 - Register LT453295 - Register LT212370 – Register/Lease
LSU8, 47-49 Peel Avenue, Trafford Centre, Manchester, M17 8BN	GM785584 – Lease MAN220829 - Register
Highcross, Unit SU14A Lower Mall, Leicester, LE1 4FR	LT21821 – Register/Lease LT513444 - Register LT201057 – Register/Lease LT513445 - Register



## EXECUTION VERSION

Unit 144/145, intu Braehead Shopping Centre, Glasgow, G51 4BN	n/a
S264, intu Derby, Derby, DE1 2PL	DY111149 – Register/Lease
Unit SU1080, Ground Floor, Stratford, E15 1AZ	EGL557876 – Lease (LL Title)  TGL378882 – Land Reg  TGL357882 – Land Reg
Unit 17a. Crown Point Shopping Park, Denton, M34 3JP	MAN321626 – Register  GM969051 - Lease
MSU2, Ground Floor, Churchill Square, Brighton, BN1 2RG	ESX393764 - Register  ESX210860 - Lease
Unit 2075/2076, Level 50, Westfield London, W12 7GF	BGL69874 – Land Reg & Lease (LL Title)  BGL123620 – Lease  BGL85483 – Land Reg  BGL126829 – Land Reg
Unit 68a, Metro Centre, Gateshead, Newcastle, NE11 9YG	TY313595 – Lease (LL Title)  TY492462 – Land Reg  TY558380 – Land Reg
Unit 6B Westwood Cross Shopping Centre, Broadstairs, Thanet, CT10 2BF	K876188 – Register/Lease  K984405 – Register/Lease
Unit L1/L2 Exchange Court, The Arndale Shopping Centre, Manchester, M4 3AB	MAN17254 – Lease  MAN306255 – Register
Unit L, 8 Market St Manchester, M4 3AQ  (Womens Store)	MAN30231 – Land Reg  MAN302318 – Land Reg  MAN17254 – Lease (LL Title)
12-13 High Street, Meadowhall Shopping Centre, Sheffield, S9 1EN	SYK657864 – Register  SYK440113 – Lease
Unit B12 The Rock, Bury Shopping Centre, Goodall Street, Bury, BL9 0JQ	MAN303963 – Register  MAN83300 – Lease

## EXECUTION VERSION

Unit 34-36 Town Wall Mall, St David's Dewi Sant, Cardiff, CF10 2DQ	CYM727788 – Register CYM727793 – Register WA700263 – Lease
Unit 47, Liverpool Shopping Park, Edge Lane, L13 1EW	MS653808 – Register MS251384 – Register/Lease
Unit 8B, Broughton Shopping Park, Chester Road, CH4 0DP	CYM736037 – Register CYM44615 – Lease
Unit 33 St Stephens Centre, Hull, HU2 8LN	HS348165 – Register/Lease HS357853 - Lease HS388925 – Register
Unit 20, West Orchards Shopping Centre, Coventry, CV1 1GF	MM93175 – Register WM448546 – Lease
Unit M3, Mulberry, Heywood Distribution Park, Heywood, OL10 2TR	MAN265399 – Land Reg GM485667 – Lease (LL Title) GM370914 – Lease GM985676 – Lease
18 Jubilee Walk, Touchwood, Solihull, B91 3HT	MM85699 – Register WM757813 – Lease
Unit 40, The Mall, 25 Church Street, Blackburn, Lancashire, BB1 5AF	LAN74638 – Register/Lease LAN190273 – Register LA728130 – Lease
50-56 Scotch Street, Carlisle, CA3 8PU	CU300656 – Register CU47353 – Lease
MSU2 Lands Lane, The Core Shopping Centre, Leeds, LS1 6AW	YY85323 – Register YY54539 – Register WYK520458 – Register/Lease WYK417117 – Register/Lease
Unit 12 Newport Retail Park, Spytt Road, Newport, PL1 1EA	CYM693778 – Register

## EXECUTION VERSION

	WA818591 – Lease
Unit SU32 Drake Circus, Plymouth, PL1 1EA	DN677900 – Register DN457302 – Lease DN503465 – Lease
65 Park Street, Walsall, WS1 1NW	MM74069 – Land Reg WM648749 – Land Reg & Lease
Unit 96a, The Bridges Shopping Centre, Sunderland, SR1 3DR	TY541047 – Land Reg TY253842 – Land Reg TY363859 – Lease TY253842 - Lease
Unit U2, The Overgate Shopping Centre, Dundee, DD1 1UQ	n/a
Unit L1b, New Mersey Shopping Park, Speke, Liverpool, L24 8QB	<b>MS634836 – Land Reg</b> MS237373 - Lease MS34470 - Lease MS414313 - Lease MS419288 - Lease
Unit 26b, Glasgow Fort Shopping Park, Glasgow, G34 9DL	n/a
84 Broad Street, Reading, RG1 2AP	BK475803 - Land Reg BK44993 – Land Reg & Lease
Unit 4, 38 The Parade, Swindon, SN1 1BA	WT418476 – Land Reg WT55281 – Lease (LL Title) WT150210 – Lease (Other Title) WT70411 – Lease (Other Title) WT55708 – Lease (Other Title) WT127601 – Lease (Other Title)
137 High St, Bromley, BR1 1JF	SGL713701 – Land Reg SGL32059 – Land Reg & Lease

## EXECUTION VERSION

	SGL765066 – Land Reg SGL94213 – Land Reg
L077 Lower Thames Walk, Bluewater Shopping Centre, Greenhithe, Kent, DA9 9SL	K78365 – Land Reg K787368 – Land Reg & Lease
Unit 26 Market Place, Bolton, BL1 2AL	MAN264644 – Land Reg MAN197448 – Land Reg GM485110 – Land Reg & Lease GM737211 – Land Reg MAN197448 – Land Reg
Unit SU10, Cabot Circus, Bristol, BS1 3BF	BL140076 – Land Reg BL108634 – Land Reg & Lease BL14007 – Land Reg
Unit SU09, Cabot Circus, Bristol, BS1 3BF (Upsized unit 2022)	BL108634 - Lease
117 Commercial Road, Portsmouth, PO1 1BU	PM29927 – Land Reg HP523446 – Lease (LL Title)
Unit SU14A, Petergate Mall, The Broadway, Bradford, BD1 1HA	WYK807787 – Register/Lease YY59759 - Register
Unit 325B Intu Lakeside, West Thurrock Way, Essex, RM20 2ZP	EX943625 – Land Reg EX378348 – Lease (LL Title)
116-120 Argyle Street, Glasgow, G2 8BH	n/a
Unit 98-99 Liverpool One, Paradise Street, Liverpool, L1 3EU	MS572202 – Lease (LL Title)
5-11 Corporation Road, Middlesbrough, TS1 1LJ	CE74475 – Register/Lease CE195081 – Register
Unit M3, Mulberry, Heywood Distribution Park, Heywood, OL10 2TR	MAN265399 – Register GM370914 – Lease GM895676 – Lease

**EXECUTION VERSION**

	GM485667 - Lease
48-50 South Street, Romford, RM1 1RB	EGL453295 – Register/Lease EGL529493 - Register
9-11 Bold Street, Liverpool, L1 4DS	MS597140 – Land Reg & Lease LA315529 – Land Reg & Lease (LLTitle) MS302270 – Lease (LL Title) LA315530 – Lease (LL Title)
25-29 Clumber Street, Nottingham, NG1 3ED	NT486818 – Register NT40246 - Lease
Unit 20A, Teesside Shopping Park, Stockon On Tees, TS17 7BT	CE215017 – Register CE122497 - Lease
12 Clarence Street, Kingston Upon Thames, KT1 1NX	SGL733367 – Register SGL130405 – Lease SGL392669 - Lease

## Schedule 7 Forms of Notice to Banks and Acknowledgement

### Part 1 Charged accounts notice

**[On Headed Notepaper of relevant Chargor]**

[Date]

[Bank]

[Branch]

Attention:

Dear Sirs,

- 1 We hereby give you notice that by a debenture dated [\*\*\*\*], we have charged to Aurelius IV UK Acquico One Limited (the **Lender**) all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. .[\*\*\*\*], sort code [\*\*\*\*]

Account No. [\*\*\*\*], sort code [\*\*\*\*]

[Repeat as necessary]

(the **Charged Account(s)**).

- 2 Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Lender at 6<sup>th</sup> Floor, 33 Glasshouse Street, London W1B 5DG.

Yours faithfully

.....  
for and on behalf of  
**[the relevant Chargor]**

## Part 2 Charged Accounts Acknowledgement

### [On the Headed Notepaper of Bank]

[Date]

Aurelius IV UK Acquico One Limited (Lender)  
6<sup>th</sup> Floor  
33 Glasshouse Street  
London  
W1B 5DG

Dear Sirs,

### [Name of Chargor] (Company)

- 1 We refer to the notice, received today from the Company with respect to the charge which it has granted to you over the Charged Accounts (the **Notice**).
- 2 Terms not defined in this letter will have the meanings given to them in the Notice.
- 3 We hereby acknowledge that the Company has charged to you all of its rights, title, interest and benefit in and to the Charged Accounts.
- 4 We hereby irrevocably undertake to you that until receipt by us of notice from you confirming that you no longer have any interest in the Charged Accounts we will:
  - (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Charged Accounts save for fees and charges payable to us for the operation of the Charged Accounts;
  - (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Charged Accounts;
  - (c) on request from you send to you copies with respect to all the Charged Accounts of all statements together with copies of all credits, debits and notices given or made by us in connection with such account;
  - (d) permit or effect any withdrawal or transfer from the Charged Accounts in accordance with the Company's mandate with us until we receive notice from you terminating the Company's right to operate the Charged Accounts;
  - (e) comply with all instructions received by us from you from time to time with respect to the conduct of the Charged Accounts provided that such instructions are given in accordance with the terms of this letter;
  - (f) comply with all instructions received by us from you from time to time with respect to the movement of funds from the Charged Accounts provided that:
    - (i) all instructions are received in writing, to us at email [\*\*\*\*\*], attention: [\*\*\*\*\*];
    - (ii) all instructions must be received by 2:00pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the next Business Day following such receipt. Email instructions will be deemed received at the time of transmission; and

**EXECUTION VERSION**

- (iii) to the extent that an instruction is given which would in our opinion cause any Charged Account to become overdrawn we will transfer the cleared balance in the account.
  - (g) not be obliged to comply with any instructions received from you where:
    - (i) due to circumstances not within our direct control we are unable to comply with such instructions; and
    - (ii) that to comply with such instructions will breach a Court Order or be contrary to applicable law;and in each case we will give notice thereof to you and the Company as well as reasons why we cannot comply with such instructions; and
  - (h) in the event that we are unable to comply with any instructions due to circumstances set out in paragraph 4(g) not be responsible for any loss caused to you or to the Company and in any event we will not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused).
- 5 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we will not be liable to you in any respect if the Company operates the Charged Accounts in breach of any agreement entered into by the Chargor with you.
- 6 We are irrevocably authorised by you to follow any instructions received from you in relation to the Charged Accounts from any person that we reasonably believe is an authorised officer of the Lender, without further inquiry as to the Lender's right or authority to give such instructions and we will be fully protected in acting in accordance with such instructions.

This letter is governed by and will be construed in accordance with English law.

Yours faithfully

.....  
for and on behalf of  
[Bank]

We hereby acknowledge and accept the terms of this letter

.....  
for and on behalf of  
Aurelius IV UK Acquico One Limited



Schedule 8 UK Shares

Chargor	Subsidiary	Type of Share	Number of Shares
Aurelius IV UK Acquico Two Limited	Footasylum Limited	Ordinary shares of £0.001	108,713,351
Footasylum Limited	Footasylum Brands Ltd	Ordinary shares of £1.00	1
Footasylum Limited	Drome Limited	Ordinary shares of £0.10	20
Footasylum Limited	Projekts NYC Limited	Ordinary shares of £1.00	1,000

# Signature page

## The Chargors

Executed as a deed by )  
**AURELIUS IV UK ACQUICO TWO LIMITED** )  
acting by an authorised signatory in the presence of: )

Signature of witness: [Redacted] .....

Name of witness: Daniel Rosenstone .....

Address: [Redacted] .....

[Redacted] .....

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

Signature of witness: [Redacted] .....

Name of witness: Jo Mail .....

Address: [Redacted]

[Redacted] .....

## The Lender

Executed as a deed by )  
**AURELIUS IV UK ACQUICO ONE LIMITED** )  
acting by an authorised signatory in the presence of: )

Signature of witness: [Redacted] .....

Name of witness: Daniel Rosenstone .....

Address: [Redacted] .....

[Redacted] .....