Companies House

MR01 (ef)

Registration of a Charge

Company name: **David Lloyd Leisure Nominee No. 4 Limited**

Company number: **05768129**

Received for Electronic Filing: **14/12/2015**

X4M9ANK3

Details of Charge

Date of creation: **08/12/2015**

Charge code: **0576 8129 0006**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED, THIRD FLOOR, 1 KING'S ARMS YARD, LONDON, EC2R 7AF AS SECURITY AGENT (AS TRUSTEE FOR EACH OF THE SECURED PARTIES)**

Brief description: **N/A**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: **CLIFFORD CHANCE LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5768129

Charge code: 0576 8129 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th December 2015 and created by David Lloyd Leisure Nominee No. 4 Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th December 2015 .

Given at Companies House, Cardiff on 15th December 2015

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

DATED 8 DECEMBER 2015

THE PERSONS LISTED IN SCHEDULE 1

AS CHARGORS

IN FAVOUR OF

WILMINGTON TRUST (LONDON) LIMITED

AS THE SECURITY AGENT

DEBENTURE

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THIS DEBENTURE is made by way of deed on 8 December 2015 by:

(1) **THE PERSONS** listed in Schedule 1 (*Chargors*) (each a "**Chargor**") in favour of:

(2) **WILMINGTON TRUST (LONDON) LIMITED** in its capacity as trustee for itself and each of the other Secured Parties (the "**Security Agent**", which expression shall include any successor or co-trustee appointed pursuant to the Intercreditor Agreement).

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined

In this Debenture and each Legal Charge:

"**Acceleration Event**" has the meaning given to that term in the Intercreditor Agreement.

"**Account**" means each of the accounts located in England and Wales opened or maintained by any Chargor with any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby.

"**Administration Event**" means:

(a) the presentation of an application to the court for the making of an administration order in relation to a Chargor which is not dismissed, discharged, stayed or restrained within 20 Business Days of the presentation thereof; or

(b) the giving of notice by any person (who is entitled to do so) of its intention to appoint an administrator to a Chargor or the filing of such a notice with the court,

in each case to the extent not frivolous or vexatious in the Security Agent's reasonable opinion.

"**Assigned Loans**" means each and every sum paid or payable from time to time to any Chargor by any member of the Group or the Parent.

"**Charged Assets**" means each of the assets and undertaking of any Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to this Debenture or any Legal Charge.

"**Consent Property**" has the meaning given to that term in Clause 4.2 (*Consent Property*).

"**Debt Documents**" has the meaning given to that term in the Intercreditor Agreement.

"**Intellectual Property**" means:

(a) the intellectual property rights set out in Schedule 3 (*Intellectual Property*);

(b) any patents, trade marks, 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, whether registered or unregistered;

(c) the benefit of all applications and rights to use such assets of each member of the Group,

arising or subsisting in any jurisdiction from time to time and whether registered or not.

"**Intercreditor Agreement**" means the intercreditor agreement dated on or prior to the date of this Debenture and made between, among others, Deuce Holdco Limited as the Parent, J.P. Morgan Europe Limited as the Agent and Wilmington Trust (London) Limited as the Security Agent.

"**Investment**" means all stocks, shares, debentures, securities, certificates of deposit and other investments, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held by or on behalf of any Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf.

"**Lease**" means any present or future lease, underlease, sub-lease, licence, tenancy or right to occupy all or any part of a property located in England and Wales and any agreement for the grant of any of the foregoing.

"**Legal Charge**" means a charge by way of legal mortgage in respect of all or any part of the Material Real Property between one or more Chargors and the Security Agent substantially in the form of Schedule 6 (*Form of Legal Charge*), or as the context requires in relation to Material Real Property located in Scotland, a standard security in a form agreed by the Security Agent.

"**Matchpoint Property**" means the properties set out in Schedule 4 (*Matchpoint Properties*).

"**Material Intellectual Property**" means Intellectual Property which is necessary or material for the day to day operations of any member of the Group.

"**Material Real Property**" means any freehold or heritable Real Property with a book value in excess of £5,000,000; each lease in respect of a Matchpoint Property listed in Schedule 4 (*Matchpoint Properties*) and any other leasehold Real Property, including any ground lease, long lease, building rights and usufruct, that has an unexpired term of 50 years or more from the Closing Date or, if later, the date of acquisition of such leasehold interest, and shall include the Mortgaged Property.

"**Mortgaged Property**" means the freehold and/or leasehold property specified in the Schedule to each Legal Charge.

"**Real Property**" means any freehold, heritable or leasehold property and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, heritable or leasehold property and in which a member of the Group has an interest.

"**Receiver**" means a receiver, receiver and manager or, where permitted by law, an administrative receiver (as the Security Agent may specify at any time in any relevant appointment) and that term will include any appointee made under a joint or several appointment.

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

(a) the proceeds of sale of any part of that asset;

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;

(c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and

(d) any moneys and proceeds paid or payable in respect of that asset.

"**Relevant Share**" means any Share listed in Schedule 2 (*Relevant Shares*) and all of any Chargor's other present and future Shares in any member of the Group incorporated in England and Wales for the time being.

"**Secured Obligations**" has the meaning given to that term in the Intercreditor Agreement.

"**Security Period**" means the period beginning on the date of this Debenture and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been irrevocably and unconditionally discharged in full and no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to any Chargor or any other person under any of the Debt Documents.

"**Senior Facility Agreement**" has the meaning given to it in the Intercreditor Agreement.

"**Share**" means any stock, share, debenture or other security.

"**Transaction Security Document**" has the meaning given to that term in the Intercreditor Agreement.

1.2 **Terms defined in other Debt Documents**

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Intercreditor Agreement or in any other Debt Document has the same meaning in

this Debenture and each Legal Charge, or any notice given under or in connection with this Debenture or any Legal Charge, as if all references in those defined terms to the Intercreditor Agreement or other Debt Document were a reference to this Debenture, each Legal Charge or that notice.

1.3 Construction

Clause 1.3 (*Construction*) of the Intercreditor Agreement will apply as if incorporated in this Debenture and each Legal Charge, or in any notice given under or in connection with this Debenture or any Legal Charge, as if all references in that Clause to the Intercreditor Agreement or any other Debt Document were a reference to this Debenture, that Legal Charge or that notice.

1.4 Third Party Rights

A person who is not a party to this Debenture and any Legal Charge has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") or the corresponding common law of Scotland to enforce or enjoy the benefit of any term of this Debenture or any Legal Charge.

1.5 Application of provisions in Intercreditor Agreement

Clauses 19.1 (*Security Agent as Trustee*), 24 (*Costs and expenses*), 25 (*Other indemnities*), 27 (*Notices*) and 29.2 (*Amendments and Waivers: Transaction Security Documents*) of the Intercreditor Agreement are deemed to form part of this Debenture and each Legal Charge as if expressly incorporated into it *mutatis mutandis* as if all references in those clauses to the Intercreditor Agreement or any other Debt Document were references to this Debenture or any Legal Charge.

1.6 Incorporation of provisions into each Legal Charge

Clauses 1.1 (*Terms defined*), 1.2 (*Terms defined in other Debt Documents*), 1.3 (*Construction*), 1.15 (*Intercreditor Agreement*), 5.1 (*Restriction on dealings*), 5.2 (*Implied Covenants for Title*), 6 (*Further Assurance*), 8 (*Enforcement of Security*), 9 (*Extension of Powers and Right of Appropriation*), 10 (*Appointment of Receiver or Administrator*), 12 (*Powers of Receivers*), 15 (*Power of Attorney*), 20 (*Release of Security*) and 23 (*Governing Law*) of this Debenture are incorporated into each Legal Charge as if expressly incorporated *mutatis mutandis* into that Legal Charge, as if references in those clauses to this Debenture were references to that Legal Charge and as if all references in those clauses to Charged Assets were references to the assets of the Chargors from time to time charged in favour of, or assigned (whether at law or in equity) to the Security Agent by or pursuant to that Legal Charge.

1.7 Legal Charge

It is agreed that each Legal Charge is supplemental to this Debenture and that, to the extent the provisions of the Debenture duplicate those of any Legal Charge, the provisions of that Legal Charge shall prevail.

1.8 **Real Property**

A reference in this Debenture and any Legal Charge to a mortgage, assignment or charge of any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property (except for any fixtures, fittings and other assets from time to time on or forming part of that property but which are owned by third parties) and all Related Rights.

1.9 **Scottish Terms**

In this Debenture or any Legal Charge, where it relates to Real Property located in Scotland, a reference to:

(a) assignment includes assignation under Scots law;

(b) assigns includes assignees;

(c) attachment shall include execution and diligence under Scots law;

(d) beneficial ownership shall mean the holding of the heritable title as trustee under a trust for a beneficiary;

(e) a covenant (in the context of Real Property) shall mean a burden or obligation under Scots law;

(f) a covenant (in the context of an agreement) shall mean an undertaking under Scots law;

(g) an easement shall mean a servitude under Scots law;

(h) forfeiture includes irritancy under Scots law;

(i) freehold means heritable under Scots law;

(j) full title guarantee includes absolute warrandice;

(k) judgement and distress include decree and diligence respectively;

(l) leasehold shall include long leasehold under Scots law;

(m) legal owner includes a heritable proprietor;

(n) mortgagee includes heritable creditor and security holder;

(o) overriding interest shall have the meaning given to that term under the Land Registration (Scotland) Act 1979 in the version of that Act which was in force at 7 December 2014;

(p) receiver, administrative receiver, administrator or other similar person includes, without limitation, a Scottish receiver with the powers conferred under schedule 2 to the Insolvency Act 1986, a judicial factor or any person performing the same function of each of the foregoing;

(q) security or security interest includes, without limitation a standard security, assignation, assignation in security, pledge and charge;

(r) stamp duty shall, in Scotland be deemed to include land and buildings transaction tax payable under the Land and Buildings Transaction Tax (Scotland) Act 2013;

(s) set-off includes retention, compensation and the balancing of accounts in insolvency;

(t) stay or stayed means sits under Scots law; and

(u) surrender shall mean renunciation under Scots law.

1.10 **Present and future assets**

(a) A reference in this Debenture and any Legal Charge to any Mortgaged Property or other asset includes, unless the contrary intention appears, present and future Mortgaged Property and other assets.

(b) The absence of or incomplete details of any Charged Assets in any Schedule shall not affect the validity or enforceability of any Security under this Debenture or any Legal Charge.

1.11 **Disposition of Property**

The terms of the Debt Documents and of any side letters between the Parties in relation to the Debt Documents are incorporated into this Debenture, each Legal Charge and each other Debt Document to the extent required for any purported disposition of any Real Property contained in any Debt Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.12 **Clawback**

If the Security Agent believes (on the advice of its external counsel) that any amount paid or credited to any Secured Party is reasonably likely to be avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Debenture or any Legal Charge and the Security constituted by those documents will continue and such amount will not be considered to have been irrevocably paid or discharged.

1.13 **Fixed Security**

(a) Clauses 3.1 (*Mortgage*) to 3.3 (*Fixed charges*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment by way of security over each relevant asset within any particular class of assets defined under this Debenture or any Legal Charge and the failure to create an effective mortgage, fixed charge or assignment by way of security (whether arising out of this Debenture or any Legal Charge or any act or omission by any party) on any one asset shall not affect the nature of any mortgage, fixed charge or

assignment imposed on any other asset whether within that same class of assets or not.

(b) Clauses 3.1 (*Mortgage*) and 3.3 (*Fixed Charges*) do not extend to assets which are validly secured in terms of standard security and shall not create a mortgage or fixed charge by way of security over any asset validly secured in terms of such standard security.

1.14 No obligation

The Security Agent shall not be under any obligation in relation to the Charged Assets as a consequence of this Debenture or any Legal Charge and each Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Charged Assets.

1.15 Intercreditor Agreement

In acting or exercising its rights, powers, discretions and authorities hereunder, the Security Agent does so in accordance with, and subject to the terms of, the Intercreditor Agreement and has the benefit of the protections set out therein and shall be entitled to act or refrain from acting in accordance with the provisions thereof. In the event of a conflict between the terms of this Debenture and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.

1.16 No conflict

In the event of a conflict between this Debenture and any Transaction Security Document which takes or purports to take security over any asset of a Chargor situated in, or governed by the laws of, any jurisdiction other than England and Wales, the provisions of such Transaction Security Document will prevail.

2. COVENANT TO PAY

2.1 Covenant to pay

Each Chargor covenants with the Security Agent as security agent for the Secured Parties that it shall on demand of the Security Agent discharge (i) all the Secured Obligations, and (ii) all other present and future debts and obligations at any time due, owing or incurred by each Obligor to any Secured Party under the relevant Debt Documents (including this Debenture and any Legal Charge), both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity and each Chargor shall pay to the Security Agent when due and payable every sum (without double counting) at any time owing, due or incurred by it to the Security Agent (whether for its own account or as security agent for the Secured Parties) or any Receiver in respect of any such liabilities **provided that** neither such covenant nor the security constituted by this Debenture or any Legal Charge shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

2.2 **Default interest**

If any Chargor fails to pay any amount payable by it pursuant to this Deed on its due date, interest shall accrue on the overdue amount from the due date until the date of actual payment before and after any judgment calculated on a daily basis at the rate of one per cent. per annum over the rate at which the Security Agent was being offered, by prime banks in the London Interbank Market, deposits in an amount comparable to such sums in the currency or currencies thereof for such period(s) as the Security Agent may from time to time select. Any interest accruing under this Clause 2.2 shall be immediately payable by the relevant Chargor on demand by the Security Agent.

3. **FIXED SECURITY**

3.1 **Mortgage**

Each Chargor charges with full title guarantee in favour of the Security Agent (as trustee for itself and the other Secured Parties), as first ranking security for the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Mortgaged Property.

3.2 **Assignment by way of Security**

Each Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Agent (as trustee for itself and the other Secured Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.1 (*Mortgage*) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same), as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to each of the following assets:

(a) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting that Chargor in respect of the Material Real Property and all other Related Rights;

(b) any sums paid or payable to or for the benefit of that Chargor arising from the letting, use or occupation of all or any part of any Material Real Property, and all sums paid or payable and any other consideration given or to be given for the disposal of an interest in all or part of any Material Real Property and the right to make demand for and receive the same;

(c) any policy of insurance in which that Chargor may at any time have an interest and all proceeds paid or payable thereunder and all other Related Rights; and

(d) the Assigned Loans, together with all Related Rights.

3.3 **Fixed charges**

Each Chargor charges with full title guarantee in favour of the Security Agent (as trustee for itself and the other Secured Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.1 (*Mortgage*) or assigned pursuant to Clause 3.2 (*Assignment by way of Security*)) as security for the

payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets:

(a) the Material Real Property and all Related Rights;

(b) each of its Accounts and all other Related Rights;

(c) book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;

(d) Material Intellectual Property and all Related Rights;

(e) plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of any Chargor's stock in trade or work in progress) and all Related Rights;

(f) goodwill and rights and claims in relation to its uncalled share capital;

(g) rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered;

(h) the Relevant Shares and all dividends, interest and other moneys payable in respect of the Relevant Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise);

(i) Investments and all Related Rights (including all rights against any trustee, nominee, fiduciary or clearance system in respect of those Investments) to the extent not charged pursuant to (h) above; and

(j) each of the assets which are specified in Clause 3.2 (*Assignment by way of Security*).

4. FLOATING CHARGE

4.1 Floating charge

(a) Each Chargor with full title guarantee charges in favour of the Security Agent (as trustee for itself and the other Secured Parties), as security for the payment and discharge of the Secured Obligations, by way of first floating charge all present and future assets and undertaking of that Chargor.

(b) The floating charge created by paragraph (a) above shall be deferred in point of priority to all fixed Security validly and effectively created by that Chargor under the Debt Documents in favour of the Security Agent (as trustee for itself and the other Secured Parties) as security for the Secured Obligations.

(c) Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph (a) above.

4.2 **Consent Property**

(a) Subject to paragraph (b) below, any Material Real Property held by a Chargor under a lease which either precludes absolutely or conditionally that Chargor from creating any charge or other Security over its leasehold interests in that property or allows the landlord to claim forfeiture or any other applicable remedy if any charge or other Security is created (each a "**Consent Property**") shall be included in the charges created by Clause 4.1 (*Floating charge*) and, to the extent relevant, the operation of Clause 6 (*Further assurance*).

(b) If the landlord of the relevant Consent Property notifies the relevant Chargor that it is seeking (or intends to seek) forfeiture or any other available remedy for breach of the relevant lease as a result of the creation of the charges or other Security under this Deed, or notifies the relevant Chargor that it intends to terminate or seek forfeiture of the relevant lease or otherwise take action that is reasonably likely to adversely affect the relevant Chargor's interests and the relevant Chargor, after taking legal advice, does not have a reasonable likelihood of being able to seek relief from forfeiture or other applicable remedy or otherwise defend such claim or action (other than by releasing the Consent Property from the Transaction Security) then the Security Agent shall (at the cost of the relevant Chargor) promptly upon being provided with a copy of the notice, letter or other communication from the landlord or its representative (or other evidence acceptable to the Security Agent (acting reasonably)) execute such documents as are necessary to release such Consent Property from the charges created by Clause 4.1 (*Floating charge*) unless the Security Agent (acting reasonably) considers that such release would adversely affect its ability to appoint an administrator.

4.3 **Conversion of floating charge to fixed Security**

(a) The Security Agent may at any time, while this Debenture is enforceable (but not, for the avoidance of doubt, at any other time) in accordance with Clause 8 (*Enforcement of security*), but, in respect of assets situated in Scotland and governed by Scots law, only to the extent permitted under Scots law, by notice to the relevant Chargor convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice.

(b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge upon the earlier of:

(i) the date of the expiry of any applicable grace period under the relevant Debt Document in respect of an Action becoming an Event of Default (and for the purpose of this paragraph (b) an "**Action**" means if any person takes any step to effect any appropriation, attachment, sequestration, distress or acquisition of a Charged Asset other than as permitted under the Debt Documents); and

(ii) the occurrence of an Administration Event.

5. PROVISIONS AS TO SECURITY

5.1 Restriction on dealings

Except to the extent not prohibited by the Debt Documents or where agreed in writing by the Security Agent, no Chargor will at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets.

5.2 Implied covenants for title

(a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 3 (*Fixed Security*) or 4 (*Floating charge*).

(b) Except as disclosed in any Report, any certificate of title or report on title which is delivered to a Secured Party, it shall be implied in respect of Clauses 3 (*Fixed Security*) and 4 (*Floating charge*) that each Chargor is disposing of its Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

5.3 Notices of assignment: Leases and Insurance Policies

(a) Within five Business Days of:

(i) the date of this Debenture, in relation to all Leases relating to the Material Real Property in existence on the date of this Debenture and all insurance policies relating to the Material Real Property in existence on the date of this Debenture; or

(ii) any Chargor entering into a Lease with any person or an insurance policy in relation to any Material Real Property with any insurer,

each Chargor will give notice to all landlords (subject to paragraph (c) below) which are parties to such Leases and to all insurers party to such insurance policies, of the Security constituted under this Debenture and each Legal Charge in respect of any such Lease or insurance policy, such notices being in the form set out in Part A (*Notice of Assignment*) of Schedule 5 (*Assignment: Leases and Insurance Polices*).

(b) Each Chargor will use reasonable endeavours to procure from each of the landlords (subject to paragraphs (c) below) and insurers referred to in paragraph (a) above an acknowledgement in the form set out in Part B (*Acknowledgement of assignment*) of Schedule 5 (*Assignment: Leases and Insurance Polices*) or otherwise in the form set out in the relevant notice of assignment.

(c) The execution of this Debenture, or any other debenture in substantially the same form as this Debenture granted in favour of the Security Agent, by each

relevant Obligor shall constitute notice to and acknowledgement by each relevant Obligor of the charge created over any Lease held with that Obligor.

5.4 **Notices of Security: other assets**

Each Chargor shall join the Security Agent in giving notices of assignment or charge (in such form as may be specified by the Security Agent (acting reasonably)) in respect of any asset (other than those specified in Clause 5.3 (*Notices of assignment: Leases and Insurance Policies*)) which is the subject of an assignment or charge pursuant to Clause 3 (*Fixed Security*) and any floating charge which is converted into a fixed charge pursuant to Clause 4.3 (*Conversion of floating charge to fixed Security*) promptly upon the request of the Security Agent after the occurrence of an Acceleration Event.

5.5 **Delivery of share certificates**

Each Chargor shall:

(a) subject to paragraph (b) below, either:

(i) on the date of this Debenture; or

(ii) promptly upon the acquisition of any Relevant Shares,

deposit with the Security Agent (or procure the deposit of) all certificates or other documents to title to the Relevant Shares and stock transfer forms (executed in blank by it or on its behalf) in relation to the Relevant Shares;

(b) promptly upon the acquisition of any Relevant Shares, the stock transfer forms in relation to which require stamping by HM Revenue & Customs:

(i) send the stock transfer forms to HM Revenue & Customs; and

(ii) deposit with the Security Agent (or procure the deposit of) all certificates or other documents to title and stock transfer forms (executed in blank by it or on its behalf) relating to such Relevant Shares within 5 Business Days following receipt of the relevant duly stamped stock transfer forms from HM Revenue & Customs; and

(c) promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Relevant Shares, notify the Security Agent of that occurrence and procure the delivery to the Security Agent of (a) all certificates or other documents of title representing such items and (b) such stock transfer forms or other instruments of transfer (executed in blank by it or on its behalf) in respect thereof as the Security Agent may request.

5.6 **Deposit of title deeds**

Each Chargor shall:

(a) promptly following the execution of this Debenture or any Legal Charge and promptly following the acquisition by it of any interest in any Material Real Property at any time (and to the extent that the relevant Material Real Property is not included within the scope of any undertaking previously delivered to the Security Agent (if any)) procure the delivery to the Security Agent of a written confirmation from the relevant Chargor's legal advisers of the deeds, certificates and other documents constituting or evidencing title to the relevant Material Real Property which they hold (together with the details of such documents) and confirming that such documents are to be held on the terms of a solicitor's undertaking satisfactory to the Security Agent (acting reasonably), to the order of the Security Agent (provided that the terms of such solicitor's undertaking shall provide that the relevant Chargor's legal advisers shall be free to deal with such documents in any manner without the Security Agent's prior consent in connection with any transaction which is permitted by the Debt Documents); and

(b) promptly upon it or its legal advisers coming into possession of any further such deeds, certificates and other documents at any time thereafter in relation to any Material Real Property:

(i) notify the Security Agent of the same;

(ii) to the extent that it comes into possession of those documents, deliver those documents to its legal advisers; and

(iii) procure delivery to the Security Agent of written confirmation from the relevant Chargor's legal advisers of the details of such documents and confirmation that they hold such documents, together with an undertaking by the relevant Chargor's legal advisers in favour of the Security Agent to hold such documents to the order of the Security Agent (provided that the terms of such solicitor's undertaking shall provide that the relevant Chargor's legal advisers shall be free to deal with such documents in any manner without the Security Agent's prior consent in connection with any transaction which is permitted by the Debt Documents).

5.7 **Application to the Land Registry**

Each Chargor hereby consents to an application being made to the Land Registry to enter a restriction in the Proprietorship Register of any registered land at any time forming part of the Material Real Property in the form set out in the Legal Charge.

5.8 **Registration of Intellectual Property**

Each Chargor shall, if requested by the Security Agent, execute all such documents and do all such acts as the Security Agent may reasonably require to record the interest of the Security Agent in any registers relating to any registered Material Intellectual Property owned by that Chargor.

5.9 **Further Advances**

(a) Subject to the terms of certain Debt Documents, the Primary Creditors are under an obligation to make further advances to one or more of the Chargors or Affiliates of a Chargor and that obligation will be deemed to be incorporated in this Debenture as if set out in this Debenture.

(b) Each Chargor consents to an application being made to the Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Charged Assets.

5.10 **Assigned Loans**

(a) Except to the extent not prohibited by the Debt Documents or where agreed in writing by the Security Agent, no Chargor shall take, or omit to take, any action in relation to the Assigned Loans which in the reasonable opinion of the Security Agent would prejudice the validity of, or the ability of the Security Agent to realise, the security created by this Debenture.

(b) The Security Agent shall not be under any obligation in relation to any Assigned Loan as a consequence of this Debenture and each Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Assigned Loans.

6. **FURTHER ASSURANCE**

6.1 **Further assurance**

(a) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (b) below.

(b) Each Chargor shall promptly, at its own cost, enter into, execute and complete a Legal Charge over any Material Real Property in England and Wales not already the subject of a Legal Charge, and do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notarisations, registrations, notices and instructions) as the Security Agent may reasonably require (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s):

(i) to create, perfect and/or protect the Security created or intended to be created in respect of the Charged Assets (which may include the execution by any Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of any of the rights, powers and remedies of the Security Agent provided by or pursuant to this Debenture and each Legal Charge or by law;

(ii) to confer on the Security Agent Security over any asset or undertaking of any Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or

pursuant to this Debenture and each Legal Charge to which it is a party; and/or

(iii) to facilitate the realisation of the Charged Assets in accordance with the terms of Clause 8 (*Enforcement of Security*) below.

(c) For the avoidance of doubt, nothing in this Clause 6.1 shall give the Security Agent the right to take a Legal Charge over any Real Property which is not Material Real Property or which is a Consent Property (for so long as it remains a Consent Property).

(d) At any time after the occurrence of an Acceleration Event (as long as it is continuing) the provisions of this Clause 6 shall apply to any Material Real Property charged under the provisions of Clause 3.3.

6.2 Necessary Action

Each Chargor shall take all such action as is available to it (including making all filings and registrations and applying for relief against forfeiture) as may be necessary or as may reasonably be requested by the Security Agent for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Agent by or pursuant to this Debenture and each Legal Charge to which it is a party.

7. SHARES: VOTING RIGHTS AND DIVIDENDS

7.1 Exercise of Rights

(a) Prior to the occurrence of an Acceleration Event and subject to the terms of the Debt Documents, the relevant Chargor shall be entitled to:

(i) receive all dividends, interest and other moneys arising from the Relevant Shares; and

(ii) exercise all voting rights in relation to the Relevant Shares.

(b) Upon the occurrence of an Acceleration Event (as long as it is continuing), the Security Agent may, at its discretion, (in the name of the relevant Chargor or otherwise and without any further consent or authority from any Chargor):

(i) exercise (or refrain from exercising) any voting rights in respect of the Relevant Shares;

(ii) apply all dividends, interest and other moneys arising from the Relevant Shares in accordance with Clause 13 (*Application of Moneys*);

(iii) transfer the Relevant Shares into the name of such nominee(s) of the Security Agent as it shall require; and

(iv) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Relevant Shares, including the right, in relation to any company whose shares or

other securities are included in the Relevant Shares, to concur or participate in:

(A) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);

(B) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and

(C) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Relevant Shares.

(c) The Security Agent may, in its absolute discretion and without any consent or authority from the other Secured Parties or the Chargors, at any time, by notice to the Chargors (which notice shall be irrevocable), elect to give up the right to exercise (or refrain from exercising) all voting rights and powers in respect of the Charged Assets conferred or to be conferred on the Security Agent pursuant to paragraph (b) of Clause 7.1 and the other Secured Parties unconditionally waive any rights they may otherwise have to require the Security Agent not to make such election or to require the Security Agent to indemnify, compensate or otherwise make them good for any losses, costs or liabilities incurred by any of them in relation to or as a consequence of the Security Agent making such election.

7.2 **Payment of calls**

The relevant Chargor shall pay when due all calls or other payments which may be or may become due in respect of any of the Relevant Shares or other Investments, and in any case of default by it in such payment, the Security Agent may, if it thinks fit, make such payment on its behalf in which case any sums paid by the Security Agent shall be reimbursed by the relevant Chargor to the Security Agent on demand.

7.3 **Voting Rights**

Except to the extent not prohibited by the Debt Documents or where agreed in writing by the Security Agent, no Chargor shall exercise (and shall procure that any nominee acting on its behalf does not exercise) its voting rights in relation to the Relevant Shares or other Investments in any manner having the effect of, or otherwise permit or agree to any (i) variation of the rights attaching to or conferred by all or any part of the Relevant Shares or Investments, (ii) increase in the issued share capital of any company whose shares constitute Relevant Shares or Investments, (iii) exercise, renunciation or assignment of any right to subscribe for any shares or securities, or (iv) reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof), in relation to any company whose shares or other securities are included in the Relevant Shares, which in the reasonable opinion

of the Security Agent would prejudice the validity of, or the ability of the Security Agent to realise, the security created by this Debenture provided that the proceeds of any such action shall form part of the Relevant Shares.

8. ENFORCEMENT OF SECURITY

8.1 Enforcement

Any time after the occurrence of:

(a) an Acceleration Event (as long as it is continuing); or

(b) a request being made by any Chargor to the Security Agent that it exercise any of its powers under this Debenture or any Legal Charge,

the Security created by or pursuant to this Debenture and each Legal Charge is immediately enforceable and the Security Agent may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion:

(i) enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Assets; and

(ii) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorisations and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture and each Legal Charge) on mortgagees and by this Debenture and each Legal Charge on any Receiver or otherwise conferred by law on mortgagees or Receivers.

8.2 Effect of Moratorium

The Security Agent shall not be entitled to exercise its rights under Clause 8.1 (*Enforcement*) or Clause 4.3 (*Conversion of floating charge to fixed security*) where the right arises solely due to any person obtaining or taking steps to obtain a moratorium pursuant to schedule A1 of the Insolvency Act 1986.

9. EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

9.1 Extension of powers

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Debenture and each Legal Charge shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Debenture or any Legal Charge.

9.2 Restrictions

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or any Legal Charge or to the exercise by the Security Agent of its right to consolidate all or any of the security created by or

pursuant to this Debenture or any Legal Charge with any other security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to any Chargor on or at any time after this Debenture or any Legal Charge has become enforceable in accordance with Clause 8 (*Enforcement of security*).

9.3 **Power of leasing**

(a) The statutory powers of leasing may be exercised by the Security Agent at any time on or after this Debenture or any Legal Charge has become enforceable in accordance with Clause 8 (*Enforcement of security*) and the Security Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with Sections 99 and 100 of the Law of Property Act 1925.

(b) For the purposes of Sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any incumbrancer deriving title under any Chargor and neither Sub-section (18) of Section 99 nor Sub-section (12) of Section 100 of the Law of Property Act 1925 will apply.

9.4 **Right of appropriation**

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "Regulations") apply to a Charged Asset, the Security Agent shall have the right at any time on or after this Debenture or any Legal Charge has become enforceable in accordance with Clause 8 (*Enforcement of security*) to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the Chargors. For this purpose, a commercially reasonable method of valuing a Charged Asset shall be:

(a) in the case of cash, the amount standing to the credit of each Account or to the credit of any other account with any bank, building society, financial institution or otherwise, together with any accrued but unposted interest, at the time of appropriation; and

(b) in the case of any investments, shares or securities, their market value determined by the Security Agent (acting reasonably) by reference to a public index, independent valuation or by such other process as the Security Agent may select (acting reasonably).

In each case, the parties agree that the method of valuation provided for this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

10. **SET-OFF**

Each Chargor authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right), after the occurrence of an Event of Default which is continuing, to set off against any matured Secured Obligations any amount or other

obligation (contingent or otherwise) owing by the Security Agent to such Chargor and apply any credit balance to which that Chargor is entitled on any account with the Security Agent in accordance with Clause 13 (*Application of Moneys*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

11. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

11.1 Appointment and removal

After this Debenture and each Legal Charge becomes enforceable in accordance with Clause 8 (*Enforcement of security*), the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent), without prior notice:

(a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets; or

(b) appoint two or more Receivers of separate parts of the Charged Assets; or

(c) remove (so far as it is lawfully able) any Receiver so appointed; or

(d) appoint another person(s) as an additional or replacement Receiver(s); or

(e) appoint one or more persons to be an administrator of any Chargor.

11.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 11.1 (*Appointment and removal*) shall be:

(a) entitled to act individually or together with any other person appointed or substituted as Receiver;

(b) for all purposes deemed to be the agent of each Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent; and

(c) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

11.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by this Debenture and each Legal Charge) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Assets after the Security under this Debenture or any Legal Charge has become enforceable in accordance with Clause 8 (*Enforcement of Security*).

12. POWERS OF RECEIVERS

Every Receiver appointed to be a Receiver pursuant to Clause 11.1 (*Appointment and removal*) shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Charged Assets (and any assets which would, when got in, be Charged Assets), and as varied and extended by the provisions of this Debenture and each Legal Charge (in the name of or on behalf of any Chargor or in his own name and, in each case, at the cost of that Chargor):

(a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;

(b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);

(c) all the powers and rights of an absolute owner and power to do or omit to do anything which a Chargor itself could do or omit to do; and

(d) the power to do all things (including bringing or defending proceedings in the name or on behalf of a Chargor) which seem to the Receiver to be incidental or conducive to:

(i) any of the functions, powers, authorities or discretions conferred on or vested in him;

(ii) the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to this Debenture and each Legal Charge or by law (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or

(iii) bringing to his hands any assets of any Chargor forming part of, or which when got in would be, Charged Assets.

13. APPLICATION OF MONEYS

All moneys received or recovered by the Security Agent or any Receiver pursuant to this Debenture or any Legal Charge or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied by the Security Agent (notwithstanding any purported appropriation by any Chargor) in accordance with the Intercreditor Agreement.

14. PROTECTION OF PURCHASERS

14.1 Consideration

The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Security Agent or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

14.2 Protection of purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Agent or such Receiver in such dealings.

15. POWER OF ATTORNEY

15.1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to:

(a) execute, deliver and perfect a Legal Charge over any Material Real Property not already the subject of a registrable Legal Charge, or undertake any action pursuant to Clause 6.1 (*Further Assurance*); and

(b) execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:

(i) carrying out any obligation imposed on any Chargor by this Debenture, any Legal Charge or any other agreement binding on any Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting and/or releasing the security created or intended to be created in respect of the Charged Assets); and

(ii) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Debenture, each Legal Charge or by law (including, after this Debenture or any Legal Charge has become enforceable in accordance with Clause 8 (*Enforcement of security*), the exercise of any right of a legal or beneficial owner of the Charged Assets).

The power of attorney granted in paragraph (a) above shall only be exercisable:

(iii) following the occurrence of an Acceleration Event; or

(iv) following a failure by a Chargor to comply with its obligations under this Debenture or any Legal Charge, and for the sole purpose of allowing the Security Agent to remedy such failure.

15.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers in compliance with Clause 15.1 (*Appointment and powers*) above.

16. EFFECTIVENESS OF SECURITY

16.1 Continuing security

(a) The Security created by or pursuant to this Debenture and each Legal Charge shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent in writing.

(b) No part of the Security from time to time intended to be constituted by this Debenture and each Legal Charge will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

16.2 Cumulative rights

The Security created by or pursuant to this Debenture and each Legal Charge shall be cumulative, in addition to and independent of every other Security which the Security Agent or any other Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Assets shall merge into the Security constituted by this Debenture and each Legal Charge.

16.3 No prejudice

The Security created by or pursuant to this Debenture and each Legal Charge shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the security or by any other thing which might otherwise prejudice that Security.

16.4 Remedies and waivers

No failure on the part of the Security Agent to exercise, nor any delay on its part in exercising, any Legal Charge, shall operate as a waiver of that Legal Charge or constitute an election to affirm this Debenture. No election to affirm this Debenture on the part of the Security Agent shall be effective unless it is in writing. No single or partial exercise of any Legal Charge shall preclude any further or other exercise of that or any other Legal Charge.

16.5 No liability

None of the Security Agent, its nominee(s) nor any Receiver shall be liable

(a) to account as a mortgagee or mortgagee in possession; or

(b) for any loss or liability arising by reason of taking any action permitted by this Debenture or any Legal Charge or any neglect or default in connection with

the Charged Assets or taking possession of or realising all or any part of the Charged Assets,

except in the case of gross negligence or wilful default upon its part.

16.6 **Partial invalidity**

If, at any time, any provision of this Debenture or any Legal Charge is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture and each Legal Charge nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Debenture and each Legal Charge is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

16.7 **Waiver of defences**

The obligations of, and the Security created by, any Chargor under this Debenture and each Legal Charge will not be affected by any act, omission, matter or thing which, but for this Clause 16.7, would reduce, release or prejudice any of its obligations under, or the Security created by, this Debenture and each Legal Charge and whether or not known to that Chargor or any Secured Party including:

(a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any Obligor;

(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 Obligor or other person or any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any Security;

(d) any incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person;

(e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Debt Document or any other document or security or of the Secured Obligations (including, without limitation, any change in the purpose of, any extension of, or any variation or increase in any facility or amount made available under any facility or the addition of any new facility under any Debt Document or other documents);

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Debt Document or any other document or Security or of the Secured Obligations; and

(g) any insolvency or similar proceedings in any relevant jurisdiction.

16.8 **Accounts**

In any litigation or arbitration proceedings arising out of or in connection with this Debenture or a Legal Charge, the entries made in the accounts maintained by the Security Agent or any other Secured Party are prima facie evidence of the matters to which they relate.

16.9 **Certificates and determination**

Any certification or determination by a Secured Party of a rate or amount under any Debt Document is, in the absence of manifest error, prima facie evidence of the matters to which it relates.

16.10 **Immediate recourse**

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from any Chargor under this Debenture and each Legal Charge. This waiver applies irrespective of any law or any provision of this Debenture or any Legal Charge to the contrary.

16.11 **Deferral of rights**

Until the end of the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture and each Legal Charge:

(a) to be indemnified by an Obligor;

(b) to claim any contribution from any guarantor of any Obligor's obligations under this Debenture or any Legal Charge;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Secured Parties under this Debenture or any Legal Charge or of any other guarantee or Security taken pursuant to, or in connection with, this Debenture or any Legal Charge by any Secured Party;

(d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under any Debt Document;

(e) to exercise any right of set-off against any Obligor; or

(f) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

16.12 **Additional Security**

The Security created by any Chargor under this Debenture and each Legal Charge are in addition to and are not in any way prejudiced by any other guarantee or Security now or subsequently held by any Secured Party.

17. PRIOR SECURITY INTERESTS

(a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Assets or in case of exercise by the Security Agent or any Receiver of any power of sale under this Debenture and each Legal Charge, the Security Agent may redeem such prior Security or procure the transfer thereof to itself.

(b) The Security Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on the Chargors.

(c) All principal moneys, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by each Chargor to the Security Agent on demand together with accrued interest thereon as well as before judgment at the rate from time to time applicable to unpaid sums specified in the Debt Documents from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgment).

18. SUBSEQUENT SECURITY INTERESTS

If the Security Agent acting in its capacity as trustee or otherwise or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting the Charged Assets or any part of the Charged Assets which is prohibited by the terms of any Debt Document, all payments thereafter by or on behalf of that Chargor to the Security Agent or any of the other Secured Parties will (in the absence of any express contrary appropriation by that Chargor) be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

19. SUSPENSE ACCOUNTS

All moneys received, recovered or realised by the Security Agent under this Debenture and each Legal Charge (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account(s) maintained with a bank, building society or financial institution for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Security Agent's discretion, in or towards the discharge of any of the Secured Obligations.

20. RELEASE OF SECURITY

Upon the expiry of the Security Period, the Security Agent shall as soon as reasonably practicable, at the request and cost of the Chargors, release and cancel the security constituted by this Debenture and each Legal Charge and procure the reassignment to

each relevant Chargor of the property and assets assigned to the Security Agent pursuant to this Debenture and each Legal Charge, in each case without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

21. DISCRETION AND DELEGATION

21.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Debenture or under any Legal Charge by the Security Agent or any Receiver may, subject to the terms and conditions of the Debt Documents, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

21.2 Delegation

Each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) or any Legal Charge on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise or any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or the Receiver itself.

22. SECURITY AGENT SUCCESSORS

This Debenture shall remain in effect despite any amalgamation or merger (however effected) relating to the Security Agent. References to the Security Agent shall include (i) any assignee or successor in title of the Security Agent, (ii) any entity into which the Security Agent is merged or converted or with which it may be consolidated, (iii) any legal entity resulting from any merger, conversion or consolidation to which such Security Agent is a party and (iv) any other person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Security Agent under this Debenture or to which, under such laws, those rights and obligations have been transferred (such person described in (i) to (iv) being a successor to the Security Agent for all purposes under the Debt Documents).

23. GOVERNING LAW

This Debenture and each Legal Charge and all non-contractual obligations arising out of or in connection with it are governed by English law.

24. JURISDICTION

24.1 English Courts

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of, or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Debenture).

24.2 **Convenient forum**

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

24.3 **Exclusive jurisdiction**

Notwithstanding Clause 24.1 (*English Courts*), the Security Agent may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions.

24.4 **Service of process**

Each Chargor agrees that the documents which start any proceedings in relation to any Debt Document, and any other documents required to be served in connection with those proceedings, may be served on it by being delivered to Deuce Acquisitions Limited at its registered office or place of business in England and Wales or to such other address in England and Wales as that Chargor may specify by notice in writing to the Security Agent. Nothing in this Clause 24.4 shall affect the right of any Secured Party to serve process in any other manner permitted by law. This Clause 24.4 applies to proceedings in England and proceedings elsewhere.

THIS DEBENTURE has been executed as, and is intended to take effect as, a deed by the Chargors and has been signed by the Security Agent.

EXECUTION PAGE TO DEBENTURE

Chargor

[redacted]

EXECUTED as a **DEED** on behalf of)
DAVID LLOYD LEISURE OPERATIONS HOLDINGS LIMITED)
acting by)

Signature:

Name: SCOTT LLOYD

in the presence of [redacted]

Signature of witness: _____

Name of witness: Gibbeum Kim

Address of witness: _____

_____

_____

Occupation: Solicitor

SIMPSON THACHER & BARTLETT
A PARTNERSHIP WHICH INCLUDES PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

EXECUTED as a **DEED** on behalf of)
DAVID LLOYD LEISURE PROPERTIES NO. 1 LIMITED)
acting by)

[redacted]

Signature:

Name: SCOTT LLOYD

in the presence of

[redacted]

Signature of witness: _____

Name of witness: Gilbert Kim

Address of witness: _____

_____

_____

Occupation: Solicitor

SIMPSON THACHER & BARTLETT
A PARTNERSHIP WHICH IS A PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

EXECUTED as a **DEED** on behalf of)
DAVID LLOYD LEISURE PROPERTIES NO. 2 LIMITED)
acting by)

[redacted]

Signature:

Name: Scott Lloyd

in the presence of [redacted]

Signature of witness: _____

Name of witness: Kibbeum Lim

Address of witness: _____

_____

_____

Occupation: Solicitor

SIMPSON THACHER & BARTLETT
A PARTNERSHIP WHICH INCLUDES PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

EXECUTED as a **DEED** on behalf of)
DAVID LLOYD LEISURE PROPERTIES NO. 3 LIMITED)
acting by)

[redacted]

Signature:

Name: Scott Lloyd

in the presence of

Signature of witness: [redacted]

Name of witness: Gilbert Kim

Address of witness: _____

_____

_____

Occupation: Solicitor

SIMPSON THACHER & BARTLETT
A PARTNERSHIP WHICH INCLUDES PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

EXECUTED as a **DEED** on behalf of)
DAVID LLOYD LEISURE PROPERTIES NO. 4 LIMITED)
acting by)

[redacted]

Signature:

Name: SCOTT LLOYD

in the presence of

[redacted]

Signature of witness: _____

Name of witness: Gabbeum Kim

Address of witness: _____

_____

_____

Occupation: Solicitor

SIMPSON THACHER & BARTLETT
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

EXECUTED as a **DEED** on behalf of)
DAVID LLOYD LEISURE GROUP LIMITED)
acting by)

[redacted]

Signature:

Name: SCOTT LLOYD

[redacted]

in the presence of

Signature of witness: _____

Name of witness: Gilberm Kim

Address of witness: _____

_____

_____

Occupation: Solicitor

SIMPSON THACHER & BARTLETT
A PARTNERSHIP WHICH INCLUDES PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

[redacted]

EXECUTED as a **DEED** on behalf of)
DAVID LLOYD LEISURE LIMITED)
acting by)

Signature:

Name: Scott Lloyd

in the presence of [redacted]

Signature of witness: _____

Name of witness: Gibbeum Kim

Address of witness: _____

_____

_____

Occupation: Solicitor

SIMPSON THACHER & BARTLETT
A PARTNERSHIP WHICH IN [illegible] PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

EXECUTED as a **DEED** on behalf of)
DAVID LLOYD LEISURE GR LIMITED)
acting by [redacted])

Signature: [redacted]

Name: I M B HARRIS

in the presence of [redacted]

Signature of witness: _____

Name of witness: Katherine Kim

Address of witness: _____

_____

_____

Occupation: Solicitor

SIMPSON THACHER & BARTLETT
A PARTNERSHIP WHICH IS A LIMITED LIABILITY PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

EXECUTED as a **DEED** on behalf of)
DAVID LLOYD LEISURE NOMINEE NO. 1 LIMITED)
acting by)

[redacted]

Signature:

Name: Scott Lloyd

[redacted]

in the presence of

Signature of witness: _____

Name of witness: Gibheum Kim

Address of witness: _____

_____

_____

Occupation: Solicitor

SIMPSON THACHER & BARTLETT
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

EXECUTED as a **DEED** on behalf of)
DAVID LLOYD LEISURE NOMINEE NO. 2 LIMITED)
acting by)

[redacted]

Signature:

Name: SCOTT LLOYD

[redacted]

in the presence of

Signature of witness: _____

Name of witness: Kibbeum Kim

Address of witness: _____

_____

_____

Occupation: Solicitor

SIMPSON THACHER & BARTLETT
A PARTNERSHIP WHICH INCLUDES PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

EXECUTED as a **DEED** on behalf of)
DAVID LLOYD LEISURE NOMINEE NO. 3 LIMITED)
acting by)

[redacted]

Signature:

Name: SCOTT LLOYD

in the presence of

Signature of witness: [redacted]

Name of witness: Katherine Kim

Address of witness:

Occupation: Solicitor

SIMPSON THACHER & BARTLETT
A PARTNERSHIP WHICH INCLUDES PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

EXECUTED as a **DEED** on behalf of)
DAVID LLOYD LEISURE NOMINEE NO. 4 LIMITED)
acting by)

[redacted]

Signature:

Name: SCOTT LLOYD

[redacted]

in the presence of

Signature of witness: _____

Name of witness: Gibbeum Kim

Address of witness: _____

_____

_____

Occupation: Solicitor

SIMPSON THACHER & BARTLETT
A PARTNERSHIP WHICH INCLUDES A PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

EXECUTED as a **DEED** on behalf of)
DAVID LLOYD LEISURE DEVELOPMENT SITES LIMITED)
acting by)

[redacted]

Signature:

Name: SCOTT LLOYD

[redacted]

in the presence of

Signature of witness: _____

Name of witness: Catherine Lim

Address of witness: _____

_____

_____

Occupation: Solicitor

SIMPSON THACHER & BARTLETT
A PARTNERSHIP WHICH INCLUDES PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

EXECUTED as a **DEED** on behalf of)
DAVID LLOYD LEISURE FARNHAM LIMITED)
acting by)

[redacted]

Signature:

Name: SCOTT LLOYD

[redacted]

in the presence of

Signature of witness: _____

Name of witness: _____

Address of witness: _____

_____

_____

Occupation: _____

SIMPSON THACHER & BARTLETT
A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

EXECUTED as a **DEED** on behalf of)
HARBOUR CLUB LIMITED)
acting by)

[redacted]

Signature:

Name: SCOTT LLOYD

[redacted]

in the presence of

Signature of witness: _____

Name of witness: _____

Address of witness: _____

_____

_____

Occupation: _____

SIMPSON THACHER & BARTLETT
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

EXECUTED as a **DEED** on behalf of)
NEXT GENERATION CLUBS LIMITED)
acting by)

[redacted]

Signature:

Name: SCOTT LLOYD

[redacted]

in the presence of

Signature of witness: _____

Name of witness: _____

Address of witness: _____

_____

_____

Occupation: _____

SIMPSON THACHER & BARTLETT
A PARTNERSHIP VARIATION PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

EXECUTED as a **DEED** on behalf of)
NEXT GENERATION AMIDA SERVICES LIMITED)
acting by)

[redacted]

Signature:

Name: SCOTT LLOYD

in the presence of

Signature of witness: [redacted]

Name of witness: Catherine Kim

Address of witness: _____

_____

_____

Occupation: Solicitor

SIMPSON THACHER & BARTLETT
A PARTNERSHIP WHICH IS A PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

EXECUTED as a **DEED** on behalf of)
NEXT GENERATION AMIDA BECKENHAM LIMITED)
acting by)

[redacted]

Signature:

Name: SCOTT LLOYD

in the presence of

Signature of witness: [redacted]

Name of witness: Gilbertson Kim

Address of witness:

Occupation: Solicitor

SIMPSON THACHER & BARTLETT
A PARTNERSHIP WHICH IS A PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

EXECUTED as a **DEED** on behalf of)
NEXT GENERATION AMIDA HAMPTON LIMITED)
acting by)

[redacted]

Signature:

Name: SCOTT LLOYD

in the presence of

Signature of witness: [redacted]

Name of witness: Catherine Kim

Address of witness:

SIMPSON THACHER & BARTLETT
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Occupation: Solicitor

Chargor

EXECUTED as a **DEED** on behalf of)
NEXTGEN LIMITED)
acting by)

[redacted]

Signature:

Name: SCOTT LLOYD

in the presence of

Signature of witness: [redacted]

Name of witness: Abbeum Kim

Address of witness:

Occupation: Solicitor

SIMPSON THACHER & BARTLETT
A PARTNERSHIP ... CORPORATION
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

[redacted]

EXECUTED as a **DEED** on behalf of)
MARKSON TENNIS AND LEISURE CENTRES LIMITED)
acting by)

Signature:

Name: SCOTT LLOYD

in the presence of [redacted]

Signature of witness: _____

Name of witness: Kibbeum Kim

Address of witness: _____

_____

_____

Occupation: Solicitor

SIMPSON THACHER & BARTLETT
A PARTNERSHIP WHICH INCLUDES PROFESSIONAL CORPORATION
CITY POINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Chargor

[redacted]

EXECUTED as a **DEED** on behalf of)
HARBOUR CLUB OPERATIONS LIMITED)
acting by)

Signature:

Name: SCOTT LLOYD

in the presence of [redacted]

Signature of witness: _____

Name of witness: [illegible]

Address of witness: _____

_____

_____

Occupation: Solicitor

SIMPSON THACHER & BARTLETT
ONE ROPEMAKER STREET
LONDON EC2Y 9HU

Security Agent

Signed by)
WILMINGTON TRUST (LONDON))
LIMITED)
for and on its behalf)

Paul Barton
Director

_____ Signature of authorised signatory

_____ Name of authorised signatory

SCHEDULE 1
CHARGORS

No.	Name	Jurisdiction	Company Number
1.	David Lloyd Leisure Operations Holdings Limited	England & Wales	06589948
2.	David Lloyd Leisure Properties No. 1 Limited	England & Wales	06326072
3.	David Lloyd Leisure Properties No. 2 Limited	England & Wales	06590073
4.	David Lloyd Leisure Properties No. 3 Limited	England & Wales	06590088
5.	David Lloyd Leisure Properties No. 4 Limited	England & Wales	06590299
6.	David Lloyd Leisure Group Limited	England & Wales	06261643
7.	David Lloyd Leisure Limited	England & Wales	01516226
8.	David Lloyd Leisure GR Limited	England & Wales	09751882
9.	David Lloyd Leisure Nominee No. 1 Limited	England & Wales	06589485
10.	David Lloyd Leisure Nominee No. 2 Limited	England & Wales	06589483
11.	David Lloyd Leisure Nominee No. 3 Limited	England & Wales	05768139
12.	David Lloyd Leisure Nominee No. 4 Limited	England & Wales	05768129
13.	David Lloyd Leisure Development Sites Limited	England & Wales	06704885
14.	David Lloyd Leisure Farnham Limited	England & Wales	07278805
15.	Harbour Club Limited	England & Wales	02822643
16.	Next Generation Clubs Limited	England & Wales	03273728
17.	Next Generation Amida Services Limited	England & Wales	03863923
18.	Next Generation Amida Beckenham Limited	England & Wales	03568290
19.	Next Generation Amida Hampton Limited	England & Wales	03456185
20.	Nextgen Limited	England & Wales	03515677
21.	Markson Tennis and Leisure Centres Limited	England & Wales	02463017
22.	Harbour Club Operations Limited	England & Wales	03895092

SCHEDULE 2
RELEVANT SHARES

No.	Name of Chargor	Details of Relevant Shares
1.	Next Generation Clubs Limited	2 Ordinary shares in Nextgen Limited
2.	Next Generation Amida Services Limited	100 Ordinary shares in Next Generation Amida Hampton Limited
		100 Ordinary shares in Next Generation Amida Beckenham Limited
3.	David Lloyd Leisure Limited	1 Ordinary share in David Lloyd Leisure Nominee No.1 Limited
		1 Ordinary share in David Lloyd Leisure Nominee No. 2 Limited
		49,999 Ordinary shares in Markson Tennis and Leisure Centres Limited
		1 Ordinary share in David Lloyd Leisure GR Limited
		101 Ordinary shares in David Lloyd Leisure Farnham Limited
4.	Next Generation Clubs Limited	2 Ordinary shares in David Lloyd Leisure Nominee No.3 Limited
		2 Ordinary shares in David Lloyd Leisure Nominee No.4 Limited
		2 Ordinary shares in Harbour Club Operations Limited
		98 Redeemable Preference shares in Harbour Club Operations Limited
		1,013,410 Ordinary shares in Harbour Club Limited
		2,849,993 Redeemable Preference shares in Harbour Club Limited
5.	David Lloyd Leisure Operations Holdings Limited	5,725,736 Ordinary A shares in David Lloyd Leisure Group Limited
		1,431,434 Ordinary B shares in David Lloyd Leisure Group Limited
		101 Ordinary Shares in David Lloyd Leisure Development Sites Limited
6.	David Lloyd Leisure Properties No. 1 Limited	67,352,425 Deferred shares in David Lloyd Leisure Limited
7.	David Lloyd Leisure Group Limited	523,977,035 Ordinary A shares in David Lloyd Leisure Limited

SCHEDULE 3
INTELLECTUAL PROPERTY

1. **Registered trade marks**

Trade Mark	**Application No. / Registration No.**	**Territory**	**Renewal Date**
DL (stylised initials)	0201180	Benelux	13/04/21
DL Kids	0201193	Benelux	20/01/21
DAVID LLOYD	000488940	European	13/03/17
DAVID LLOYD	011138138	European	23/08/22
David Lloyd & Figures Device	8905366	European	23/02/20
David Lloyd Signature	488999	European	13/03/17
David Lloyd (Signature)	7237944	European	17/09/18

David Lloyd: studio logo : studio	10895472	European	18/05/22
DL (stylised initials) DL	10488682	European	13/04/21
DL CAFE logo cafébar	9891342	European	13/04/21
DLICIOUS Logo DLICIOUS	11019817	European	06/07/22
LIFE. Be fit for it DAVIDLLOYD.CO.UK LIFE. Be fit for it DAVIDLLOYD.CO.UK	9891318	European	13/04/21
DL (stylised initials) DL	246937	Ireland	12/04/21
DL KIDS & device DL KidS	247068	Ireland	19/01/21
DL Kids (Figurative) DL KidS	M3017971	Spain	14/02/22

Active care David Lloyd & Device active care David Lloyd	2056818	United Kingdom	14/02/16
DAVID LLOYD & Figures Device David Lloyd	1589260	United Kingdom	25/10/21
David Lloyd (Signature) David Lloyd	1528215	United Kingdom	26/02/20
DL (stylised initials) DL	2605000	United Kingdom	13/04/21
DL Kids DL Kids	2610821	United Kingdom	20/01/21
DLinspired DL INSPIRED (Series of 2) DL INSPIRED	2641404	United Kingdom	07/11/22
PERFORMANCE David Lloyd & Device PERFORMANCE David Lloyd	2056817	United Kingdom	14/02/16

THE David Lloyd CLUBS (Signature)	1528502	United Kingdom	26/02/20

2. **Domain names**

Domain name	**Expiry date**
amidaspa.co.uk	15/08/17
davidlloyd.be	03/05/14
davidlloyd.co.uk	08/03/16
davidlloyd.es	29/06/16
davidlloyd.ie	29/07/16
davidlloyd.nl	22/05/14
davidlloydpromotions.ie	05/07/16
dlinspired.co.uk	09/10/16
harbourclub.com	04/05/16
harbourclubchelsea.com	15/08/16
harbourclubnottinghill.com	15/08/16
ngswindon.co.uk	18/11/16
zzzrooms.co.uk	15/07/16
dlflex.co.uk	06/11/16
davidlloyd.eu	22/03/16

SCHEDULE 4
MATCHPOINT PROPERTIES

	Matchpoint Property Seller	Property	Long Leasehold (LL)/Part Freehold Part Leasehold (FR&L)/Freehold (FR)	Title Number
A.	PROPERTIES LOCATED IN ENGLAND AND WALES			
1.	David Lloyd Leisure Properties No. 4 Limited	Basildon Festival Leisure Park, Pipps Hill Road, South Basildon SS14 3DG	LL	EX635676
2.	David Lloyd Leisure Properties No. 4 Limited	Cardiff Ipswich Road, Roath, Cardiff CF23 9AQ	LL	WA746227
3.	David Lloyd Leisure Properties No. 4 Limited	Cheshire Oaks Stanney Lane, Ellesmere Port CH65 9JN	LL	CH391638
4.	David Lloyd Leisure Properties No. 2 Limited	Chigwell Roding Lane, Buckhurst Hill, Chigwell IG9 6BJ	LL	EX457448 EX468792 EX680572
5.	David Lloyd Leisure Properties No. 3 Limited	Enfield Carterhatch Lane, Enfield, Middlesex EN1 4LF	LL	EGL331055
6.	David Lloyd Leisure Properties No. 2 Limited	Finchley Leisure Way, High Road, Finchley, London N12 0QZ	LL	AGL71884 NGL696850
7.	David Lloyd Leisure Properties No. 1 Limited	Hull Gibraltar Road, Kingswood Retail Park, Kingston upon Hull, East Yorkshire HU7 3DB	LL	HS271339
8.	David Lloyd Leisure Properties No. 2 Limited	Kings Hill 21 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4UA	LL	K889084
9.	David Lloyd Leisure Properties No. 4 Limited	Lincoln Burton Waters, Woodcock Lane, Lincoln, Lincolnshire LN1 2BE	LL	LL170454
10.	David Lloyd Leisure Properties No. 3 Limited	Liverpool Speke 6 The Aerodrome, Liverpool L24 8QD	LL	MS410434
11.	David Lloyd Leisure Properties No. 4 Limited	Manchester Cheadle Royal Crescent Cheadle, Royal Cheadle, Cheshire SK8 3FL	LL	GM713557

	Matchpoint Property Seller	Property	Long Leasehold (LL)/Part Freehold Part Leasehold (FR&L)/Freehold (FR)	Title Number
12.	David Lloyd Leisure Properties No. 4 Limited	Milton Keynes Livingstone Drive, Newlands, Milton Keynes, Buckinghamshire MK15 0DL	LL	BM220880
13.	David Lloyd Leisure Properties No. 3 Limited	Newcastle Castle Farm Road, South Gosforth, Newcastle NE3 1SN	LL	TY287333
14.	David Lloyd Leisure Properties No. 2 Limited	Raynes Park Bushey Road, Raynes Park, London SW20 8DE	LL	SGL676233
15.	David Lloyd Leisure Properties No. 2 Limited	Sudbury Hill Greenford Road, Greenford, Middlesex UB6 0HX	LL	AGL55327
16.	David Lloyd Leisure Properties No. 4 Limited	Watford Bushey Hartspring Lane, Bushey, Watford, Hertfordshire, WD23 2DL	LL	HD297806
17.	David Lloyd Leisure Properties No. 2 Limited	Woking Westfield Avenue, Old Woking, Woking GU22 9PF	LL	SY706821
18.	David Lloyd Leisure Properties No. 1 Limited	Heston Southall Lane, Hounslow, Middlesex, TW5 9PE	FR&L	Freehold AGL40239, Leasehold AGL3794 (unmerged leasehold interest NGL479594)
19.	David Lloyd Leisure Properties No. 4 Limited	Sidcup Baugh Road, Sidcup, Kent, DA14 5ED	FR&L	Freehold SGL50073, Leasehold SGL710431
20.	David Lloyd Leisure Properties No. 1 Limited	Birmingham Shady Lane, Great Barr, Birmingham, B44 9ER	FR	WM617444
21	David Lloyd Leisure Properties No. 1 Limited	Bolton Chorley Street, Bolton, BA1 4AL	FR	GM779890
22.	David Lloyd Leisure Properties No. 3 Limited	Bristol Long Ashton Ashton Road, Bristol, BS3 2HB	FR	AV240049 AV247481
23.	David Lloyd Leisure Properties No. 4 Limited	Bromsgrove Slideslow Drive,	FR	WR112762

	Matchpoint Property Seller	Property	Long Leasehold (LL)/Part Freehold Part Leasehold (FR&L)/Freehold (FR)	Title Number
		Bromsgrove, B60 1GJ		
24.	David Lloyd Leisure Properties No. 4 Limited	Derby Riverside Road, Pride Park, Derby, DE24 8HY	FR	DY295258
25.	David Lloyd Leisure Properties No. 2 Limited	Epsom Central Boiler House, Horton Lane, Epsom, Surrey, KT19 8PL	FR	SY702287
26.	David Lloyd Leisure Properties No. 4 Limited	Kidbrooke Kidbrooke Park Road, Corner of Weigall Road, London, SE12 8HF	FR	SGL483666
27.	David Lloyd Leisure Properties No. 2 Limited	Leeds Tongue Lane, Moortown, Leeds, West Yorkshire, LS6 4QW	FR	WYK663425
28.	David Lloyd Leisure Properties No. 3 Limited	Liverpool Knowsley Arbour Lane, Liverpool, L33 7ET	FR	MS398960
29.	David Lloyd Leisure Properties No. 3 Limited	Nottingham Aspley Lane, Nottingham, Nottinghamshire, NG8 5AR	FR	NT328334
30.	David Lloyd Leisure Properties No. 2 Limited	Nottingham West Bridgford Rugby Road, West Bridgford, Nottingham, Nottinghamshire, NG2 7HX	FR	NT314316
31.	David Lloyd Leisure Properties No. 1 Limited	Oxford Oxford Business Park, North Garsington Road, Cowley, Oxford, OX4 2JY	FR	ON240728
32.	David Lloyd Leisure Properties No. 4 Limited	Reading 1 Thames Valley Park Drive, Thames Valley Business Park, Reading, Berkshire, RG6 1PT	FR	BK369613
33.	David Lloyd Leisure Properties No. 3 Limited	Ringwood 242 Christchurch Road, Ringwood, Hampshire, BH24 3AS	FR	HP201483 HP229928 HP246951 HP246952
34.	David Lloyd Leisure Properties No. 3 Limited	Solihull Cranmore 247 Cranmore Boulevard, Shirley, Solihull, West Midlands, B90 4ZL	FR	WM662691

	Matchpoint Property Seller	Property	Long Leasehold (LL)/Part Freehold Part Leasehold (FR&L)/Freehold (FR)	Title Number
35.	David Lloyd Leisure Properties No. 2 Limited	Southend Snakes Lane, Southend on Sea, Essex, SS2 6XT	FR	EX590106
36.	David Lloyd Leisure Properties No. 4 Limited	Swindon Latham Road Latham Road, Blunsdon, Swindon, SN25 4DL	FR	WT250535
37.	David Lloyd Leisure Properties No. 1 Limited	Teeside Tees Barrage Way, Thornaby, Stockton-on-Tees, Cleveland, TS17 6QA	FR	CE144164
38.	David Lloyd Leisure Properties No. 1 Limited	Warrington Cromwell Avenue South, Great Sankey, Warrington, Cheshire, WA5 1HH	FR	CH344386
39.	David Lloyd Leisure Properties No. 2 Limited	Weybridge Brooklands Road, Weybridge, Surrey, KT13 0BD	FR	SY602062
40.	David Lloyd Leisure Properties No. 2 Limited	Worthing Romany Road, Worthing, BN13 3DL	FR	WSX279511
B.	PROPERTIES LOCATED IN NORTHERN IRELAND			
41.	David Lloyd Leisure Properties No. 3 Limited	Belfast 115 Old Dundonald Road, Belfast BT16 1DL	LL	DN168458L and DN175530L both Co. Down
C.	PROPERTIES LOCATED IN SCOTLAND			
42.	David Lloyd Leisure Properties No. 3 Limited	Renfrew Cockelshill Park, Arkleston Road, Renfrew, PA4 0RA	FR	REN126506
43.	David Lloyd Leisure Properties No. 3 Limited	Edinburgh (Glasgow Road) The David Leisure Limited Tennis and Leisure Centre, 89B Glasgow Road, Edinburgh, EH12 8GZ	LL	MID120306
44.	David Lloyd Leisure Properties No. 1 Limited	Aberdeen Garthdee Road, Aberdeen AB10 7A	FR	ABN64303

SCHEDULE 5
ASSIGNMENT: LEASES AND INSURANCE POLICIES

PART A
NOTICE OF ASSIGNMENT

To: [Headlease holder/Insurer]

Date: [•]

Dear Sirs,

We give you notice that, by a Debenture dated ___ December 2015 (the "**Debenture**"), we charged by way of equitable assignment to [•] (the "**Security Agent**") as trustee for itself and the other Secured Parties all our right, interests and benefits in, to and under [the [*describe Lease (date/term/parties/premises)*] dated [•] between [•] relating to [•] (including all moneys payable thereunder and the proceeds of all claims and judgments for breach of covenant) (the "**Lease**").] **OR** [the [*describe Insurance Policy*] policy number effected by us or whomsoever in relation to the risk to [*describe Property*] (including all moneys payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy of insurance (the "**Policy**").]

We will remain liable to perform all our obligations under the [Lease/Policy] and the Security Agent is under no obligation of any kind whatsoever under the [Lease/Policy] nor under any liability whatsoever in the event of any failure by us to perform our obligations under the [Lease/Policy].

Please note that:

1. all remedies provided for under the [Lease/Policy] or available at law or in equity are exercisable by the Security Agent;

2. all rights to compel performance of the [Lease/Policy] are exercisable by the Security Agent; and

3. all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the [Lease/Policy] belong to the Security Agent[,

provided that unless and until the Security Agent has notified you in writing that an Acceleration Event (as defined in the Debenture) is continuing we may, and the Security Agent may not, exercise all of the rights and remedies referred to in paragraphs 1 to 3 above and you must continue to deal with us in respect of the [Lease/Policy].

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales. Would you please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Agent with a copy to us.

Yours faithfully

[CHARGOR NAME]

PART B
ACKNOWLEDGEMENT OF ASSIGNMENT

To: [•]

as Security Agent

Date: [•]

Dear Sirs

We confirm receipt from [•] (the "**Chargor**") of a notice dated [•] of a charge by way of equitable assignment upon the terms of a Debenture dated ___ December 2015 (the "**Debenture**") to [•] (the "**Security Agent**") as trustee for itself and the other Secured Parties of all the Chargor's right, interest and benefit in, to and under the [Lease/Policy] (as specified in that notice) to which we are a party.

We confirm that we have not received notice of:

(a) any assignment or charge of or over any of the rights, interests and benefits specified in such notice; or

(b) the interest of any third party in any of the rights, interests and benefits specified in such notice,

We further confirm that:

2. the Chargor will remain liable to perform all its obligations under the [Lease/Policy] and the Security Agent is under no obligation of any kind whatsoever under the [Lease/Policy] nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the [Lease/Policy]; and

3. no breach or default on the part of the Chargor of any of the terms of such [Lease/Policy] will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

We unconditionally and irrevocably waive all rights of set-off, lien, combination of accounts and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor (and the proceeds thereof).

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Yours faithfully

[Headlease holder/Insurer]

cc. [Chargor Name]

SCHEDULE 6
FORM OF LEGAL CHARGE

C L I F F O R D
C H A N C E

CLIFFORD CHANCE LLP

DATED [•]

THE PERSONS LISTED IN SCHEDULE 1
AS CHARGORS

IN FAVOUR OF

WILMINGTON TRUST (LONDON) LIMITED
AS THE SECURITY AGENT

LEGAL CHARGE
RELATING TO [*SPECIFY PROPERTIES*]

THIS CHARGE is made by way of deed on [•] by:

(1) **THE PERSONS** listed in Schedule 1 (*The Chargors*) (each a "**Chargor**") in favour of:

(2) **WILMINGTON TRUST (LONDON) LIMITED** in its capacity as trustee for itself and each of the other Secured Parties (the "**Security Agent**") which expression shall include any successor or co-trustee appointed pursuant to the Intercreditor Agreement. a

THIS DEED WITNESSES as follows:

1. **LEGAL CHARGE**

Each Chargor charges with full title guarantee in favour of the Security Agent (as trustee for itself and the other Secured Parties), for the payment and discharge of the Secured Obligations, by way of first legal mortgage, the freehold and leasehold property specified against its name in Schedule 2 (*Mortgaged Property*) (the "**Mortgaged Property**").

2. **IMPLIED COVENANTS FOR TITLE**

The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 1 (*Legal charge*).

Except as disclosed in any Report, any certificate of title or report on title which is delivered to a Secured Party, it shall be implied in respect of Clause 1 (*Legal charge*) that each Chargor is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

3. **APPLICATION TO THE LAND REGISTRY**

Each Chargor consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of any registered land forming part of the Mortgaged Property:

> "No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] in favour of [•] referred to in the charges register or their conveyancer."

4. **RESTRICTIONS ON DEALINGS**

Except where agreed in writing by the Security Agent or to the extent not prohibited under the Debt Documents, no Chargor will at any time during the Security Period create or permit to subsist any Security over all or any part of the Mortgaged Property or dispose of or otherwise deal with any part of the Mortgaged Property.

5. FURTHER ADVANCES

Subject to the terms of the Debt Documents, the Senior Facility Lenders and the Second Lien Lenders are under an obligation to make further advances to one or more of the Chargors or Affiliates of a Chargor and that obligation will be deemed to be incorporated in this Legal Charge as if set out in this Legal Charge. Each Chargor consents to an application being made to the Land Registry to enter the obligation to make further advances on the Charges Register relating to the Mortgaged Property.

6. GOVERNING LAW

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

THIS CHARGE has been executed as, and is intended to take effect as, a deed by the Chargors and has been signed by Security Agent on the date written on the first page of this Legal Charge.

SCHEDULE 1
TO LEGAL CHARGE - THE CHARGORS

No.	Name	Jurisdiction	Company Number
1.	[•]	[•]	[•]

SCHEDULE 2
TO LEGAL CHARGE – MORTGAGED PROPERTY

No.	Chargor Name	Property Description	Title Number
1.	[•]	[•]	[•]

EXECUTION PAGE TO LEGAL CHARGE

Chargors

EXECUTED AS A DEED by **CHARGOR**	))	

Director

Name:

Director/Secretary

Name:

OR

EXECUTED AS A DEED by **CHARGOR** acting by a director in the presence of:	))))	DIRECTOR

Signature of witness:

Name (in *BLOCK CAPITALS*):

Address:

Security Agent

Signed by	)
WILMINGTON TRUST (LONDON)	)
LIMITED	)
for and on its behalf	)

_____ Signature of authorised signatory

_____ Name of authorised signatory