

# MR01

## Particulars of a charge

110181/13



Companies House

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

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR010

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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



You must enclose a certified copy of the instrument with  
scanned and placed on the public record

WEDNESDAY



\*L2L1WN1X\*

LD2

13/11/2013

#71

COMPANIES HOUSE

### 1 Company details

Company number 0 5 7 6 8 1 3 9

Company name in full David Lloyd Leisure Nominee No 3 Limited

5. For official use

→ Filling in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 0 1 1 1 2 0 1 3

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

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

Name Trimont Real Estate Advisors B V , De Wel 14-16, 3871 M V

Hoevenaken, the Netherlands (the "Security Agent")

Name

Name

Name

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

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

# MR01

## Particulars of a charge

<b>4</b>	<b>Description</b>	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p>	<p><b>Continuation page</b> Please use a continuation page if you need to enter more details</p>
Description	<p>The Mortgaged Property (as that term is defined in the Debenture) and all other present or future freehold or leasehold or immoveable property and other interest in land or buildings and any rights relating thereto in which the Chargor has an interest</p> <p>"Debenture" means the charging instrument dated 1 November 2013 to which this form relates</p> <p>Patents, trademarks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which the chargor is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets</p>		
<b>5</b>	<b>Fixed charge or fixed security</b>	<p>Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>No</b></p>	
<b>6</b>	<b>Floating charge</b>	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> <b>Yes</b> Continue</p> <p><input type="checkbox"/> <b>No</b> Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> <b>Yes</b></p>	
<b>7</b>	<b>Negative Pledge</b>	<p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>No</b></p>	

MR01

Particulars of a charge

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Trustee statement <sup>①</sup>

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X

*Clifford Chance LLP*

X

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

# MR01

## Particulars of a charge



### Presenter information

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

Contact name **E Carr-Fanning (70-40555822)**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country **United Kingdom**

DX **149120 Canary Wharf 3**

Telephone **020 7006 1000**



### Certificate

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



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

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

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

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

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



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 5768139

Charge code. 0576 8139 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st November 2013 and created by DAVID LLOYD LEISURE NOMINEE NO 3 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th November 2013

✓ C

Given at Companies House, Cardiff on 18th November 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

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

**CLIFFORD CHANCE LLP**

EXECUTION VERSION

DATED 1 November 2013

THE PERSONS LISTED IN SCHEDULE 1  
AS CHARGORS

IN FAVOUR OF

TRIMONT REAL ESTATE ADVISORS B V.  
AS THE SECURITY AGENT

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DEBENTURE  
WITH FLOATING CHARGE

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**We hereby certify this to be a true copy of the original**

Signed Clifford Chance  
Clifford Chance LLP  
10 Upper Bank St  
London E14 5JJ

11 November 2013

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**C H A N C E**

**CLIFFORD CHANCE LLP**

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THIS DEBENTURE is made by way of deed on 1 November 2013 by.

- (1) THE PERSONS listed in Schedule 1 (*Chargors*) (each a "**Chargor**") in favour of.
- (2) TRIMONT REAL ESTATE ADVISORS B.V. 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:

"**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.

"**Agent Liabilities**" has the meaning given to that term in the Intercreditor Agreement.

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

"**Acquisition Agreement**" means the sale and purchase agreement dated on or about the date of this Debenture relating to the sale and purchase of the entire issued share capital of each of David Lloyd Leisure Operations Holdings Limited, David Lloyd Leisure Properties No. 1 Limited, David Lloyd Leisure Properties No. 2 Limited, David Lloyd Leisure Properties No. 3 Limited and David Lloyd Leisure Properties No. 4 Limited between Cavendish Square Partners Limited Partnership, London & Regional Trading Holdings Limited, Richard Livingstone and others as vendors and Deuce Acquisition Limited as purchaser.

"**Charged Assets**" means each of the assets and undertaking of each 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.

**"CS Properties"** means each of the Consent to Charge Target Properties and the Restricted Target Properties (under and as defined in the Facility Agreement)

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

**"Facility Agreement"** means the facility agreement dated on or about the date of this Debenture between, amongst others, Deuce Acquisitions Limited as Borrower, Trimont Real Estate Advisors B.V. as the Agent and Security Agent and the Lenders (each as defined in that agreement as amended, varied, novated or supplemented from time to time)

**"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 Real Property between one or more Chargors and the Security Agent substantially in the form of Schedule 4 (*Form of Legal Charge*).

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

**"Real Property"** means (including as provided in Clause 17 (*Real Property*)), the Mortgaged Property and any present or future freehold or leasehold property and any other interest in land or buildings in each case located in England and Wales and all rights relating thereto in which any Chargor 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:

- (a) as at the date of this Debenture, any Share listed in Schedule 2 (*Relevant Shares*), and
- (b) at all other times, all of any Chargor's other present and future Shares in any Material Company incorporated in England and Wales for the time being

**"Secured Obligations"** means:

- (a) all the Term Liabilities and the Agent Liabilities of the Term Agent; and
- (b) all other present and future debts and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Term Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity,

including the obligations set out in Clause 13.2 (*Parallel Debt (Covenant to pay the Security Agent)*) of 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 Finance Documents

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

**"Term Agent"** has the meaning given to that term in the Intercreditor Agreement.

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

**"Term Liabilities"** has the meaning given to that term in the Intercreditor Agreement.

## **1.2 Terms defined in other Finance Documents**

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Facility Agreement or in any other Finance 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 Facility Agreement or other Finance Document were a reference to this Debenture, each Legal Charge or that notice.

## **1.3 Construction**

Clauses 1.2 (*Construction*) and 1.4 (*Currency symbols and definitions*) of the Facility 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 Facility Agreement were a reference to this Debenture, that Legal Charge or that notice

#### **1.4 Application of provisions in Facility Agreement**

Clauses 1.5 (*Third party rights*), 10.4 (*Default interest*), 11.3 (*Break costs*), 13 (*Tax gross up and indemnities*), 14 (*Increased Costs*), 26.1 (*Assignments and transfers by Obligors*), 30 (*Payment mechanics*), 31 (*Set-off*), 32 (*Notices*), 33.1 (*Accounts*), 33.2 (*Certificates and determinations*), 34 (*Partial invalidity*), 35 (*Remedies and waivers*), 36 (*Amendments and waivers*) and 41 (*Enforcement*) of the Facility Agreement and clause 13.3 (*Trust*), 16 (*Costs and expenses*) and 17 (*Indemnities*) 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 Facility Agreement were references to this Debenture or any Legal Charge

#### **1.5 Incorporation of provisions into each Legal Charge**

Clauses 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*), 11 (*Powers of Receivers*), 14 (*Power of Attorney*), 19 (*Release of Security*) and 20 (*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

#### **1.6 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.

#### **1.7 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.

#### **1.8 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 9 Disposition of Property**

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

**1.10 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 11 Fixed Security**

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.

**1 12 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 13 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

### **1.14 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

### **1 15 Guarantees and indemnities**

The restrictions on guarantees and indemnities in clauses 18.12 (*Guarantee limitation – Irish Guarantors*), 18.13 (*Guarantee limitation – Belgian Guarantors*), 18.14 (*Guarantee limitation – Dutch Guarantors*) and 18.15 (*Further limitations under other jurisdictions*) of the Facility Agreement apply *mutatis mutandis* to any security, liabilities and obligations created under or pursuant to this Debenture

### **1.16 Security over CS Properties**

- (a) Subject to paragraph (b) below, and notwithstanding any other provision of this Debenture to the contrary, no security shall be granted over the CS Properties or any of the Chargors' rights in relation to the CS Properties and the CS Properties shall not constitute Charged Assets.
- (b) Immediately upon satisfaction of all of the relevant conditions under the Facility Agreement in relation to the CS Properties, security shall be granted over the CS Properties in accordance with the provisions of this Debenture and the CS Properties shall constitute Charged Assets.

## **2 COVENANT TO PAY**

Each Chargor covenants with the Security Agent (as trustee for itself and the other Secured Parties) to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms on their due date.

## **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, but subject in respect of the property at Frogmore Lane, Nursling, Southampton, Hampshire registered at the Land Registry, with title number HP602381 to the registered charge dated 20 June 2001 in favour of Southampton City Council, for so long as the same is subsisting

### 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 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 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 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,
- (d) the Acquisition Agreement; and
- (e) 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 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) patents, trademarks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets 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 Finance 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 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



to the extent permitted by applicable law 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 Facility Agreement 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 Finance Documents); and
- (ii) the occurrence of an Administration Event

## **5 PROVISIONS AS TO SECURITY**

### **5.1 Restriction on dealings**

Except where agreed in writing by the Security Agent or to the extent not prohibited under the Finance 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 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 the 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 or charge: Leases and Insurance Policies**

- (a) Within five Business Days of
  - (i) the date of this Debenture, in relation to all Leases relating to the Real Property (excluding any CS Properties) in existence on the date of this Debenture and all insurance policies relating to the Real Property in existence on the date of this Debenture,
  - (ii) the satisfaction of all of the relevant conditions under the Facility Agreement in relation to the CS Properties, in relation to all Leases related to the CS Properties, or
  - (iii) any Chargor entering into a Lease with any person or an insurance policy in relation to any 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 of Schedule 3 (*Notice of assignment*) or, in the case of head leases, as otherwise agreed with the Security Agent.

- (b) Each Chargor will use reasonable endeavours to procure from each of the landlords (subject to paragraph (c) below) and insurers referred to in paragraph (a) above an acknowledgement in the form set out in Part B of Schedule 3 (*Acknowledgement of assignment*) 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 4.2 (*Conversion of floating charge to fixed Security*) promptly upon the request of the Security Agent after the occurrence of an Event of Default which is continuing

#### **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 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 Facility Agreement); 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 Chargor's legal advisers of the details of such documents and confirmation that they hold such documents, together with an undertaking by the 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 Facility Agreement)

**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 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 trademarks to which it is entitled.

**5 9 Further Loans**

- (a) Subject to the terms of the Facility Agreement, each Lender is under an obligation to make further Loans to each 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 Loans on the Charges Register of any registered land forming part of the Charged Assets.

**5 10 Assigned Loans**

- (a) 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 except as otherwise permitted by the Facility Agreement
- (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 each 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 each 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
- (d) At any time after the occurrence of an Acceleration Event the provisions of this Clause 6 shall apply to any 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 Facility Agreement, 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, 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 12 (*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

## **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 as permitted by the terms of the Facility Agreement, 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, 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 4.2 (*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 APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

### **10.1 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.

### **10.2 Capacity of Receivers**

Each person appointed to be a Receiver pursuant to Clause 10.1 (*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).

### **10.3 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*)

## **11 POWERS OF RECEIVERS**

Every Receiver appointed to be a Receiver pursuant to Clause 10.1 (*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

## **12. 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.

## **13 PROTECTION OF PURCHASERS**

### **13.1 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.

### **13.2 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

#### **14. POWER OF ATTORNEY**

##### **14.1 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 Real Property not already the subject of a registrable Legal Charge, 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 each 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

- (i) following the occurrence of an Acceleration Event; or
- (ii) 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

##### **14.2 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 14.1 (*Appointment and powers*) above

## **15 EFFECTIVENESS OF SECURITY**

### **15.1 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.

### **15.2 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.

### **15.3 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 each 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.

### **15.4 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 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

### **15.5 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.

#### **15 6 Waiver of defences**

The obligations of, and the Security created by, each Chargor under this Debenture and each Legal Charge will not be affected by any act, omission, matter or thing which, but for this Clause 15.6, 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 Finance 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 Finance Document or other documents);
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security or of the Secured Obligations, and
- (g) any insolvency or similar proceedings in any relevant jurisdiction

#### **15 7 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.

**15.8 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 Finance 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. 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 each Chargor.
- (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 Facility Agreement from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgment).

**17. 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 Finance 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

## **18. 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.

## **19. 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 each Chargor, 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

## **20. DISCRETION AND DELEGATION**

### **20.1 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 Facility Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

### **20.2 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

## **21. 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.

**THIS DEBENTURE** has been executed as, and is intended to take effect as, a deed by each Chargor and has been signed by Security Agent on the date written on the first page of this Debenture.



**SCHEDULE 1  
CHARGORS**

<b>No.</b>	<b>Name</b>	<b>Jurisdiction</b>	<b>Company Number</b>
1.	David Lloyd Leisure Operations Holdings Limited	England and Wales	06589948
2.	David Lloyd Leisure Properties No. 1 Limited	England and Wales	06326072
3.	David Lloyd Leisure Properties No. 2 Limited	England and Wales	06590073
4.	David Lloyd Leisure Properties No. 3 Limited	England and Wales	06590088
5.	David Lloyd Leisure Properties No. 4 Limited	England and Wales	06590299
6.	David Lloyd Leisure Group Limited	England and Wales	06261643
7.	David Lloyd Leisure Limited	England and Wales	01516226
8.	David Lloyd Leisure Nominee No. 1 Limited	England and Wales	06589485
9.	David Lloyd Leisure Nominee No. 2 Limited	England and Wales	06589483
10.	David Lloyd Leisure Nominee No. 3 Limited	England and Wales	05768139
11.	David Lloyd Leisure Nominee No. 4 Limited	England and Wales	05768129
12.	David Lloyd Leisure Development Sites Limited	England and Wales	06704885
13.	David Lloyd Leisure Farnham Limited	England and Wales	07278805
14.	Harbour Club Limited	England and Wales	02822643
15.	Next Generation Clubs Limited	England and Wales	03273728
16.	Next Generation Amida Services Limited	England and Wales	03863923
17.	Next Generation Amida Beckenham Limited	England and Wales	03568290

<b>No.</b>	<b>Name</b>	<b>Jurisdiction</b>	<b>Company Number</b>
18	Next Generation Amida Hampton Limited	England and Wales	03456185
19	Nextgen Limited	England and Wales	03515677
20	Markson Tennis and Leisure Centers Limited	England and Wales	02463017
21	Harbour Club Operations Limited	England and Wales	03895092
22	David Lloyd Leisure Operations SPRL	Belgium	809 815 089
23	DLL SA	Belgium	460.141 868
24	David Lloyd Leisure Property Holdings 1 SPRL	Belgium	809 771.044
25	David Lloyd Leisure Property Holdings 2 SPRL	Belgium	809.770 153
26.	David Lloyd Leisure Property B V.	Netherlands	17239935
27	David Lloyd Leisure Nederland B V.	Netherlands	17111829

**SCHEDULE 2  
RELEVANT SHARES**

<b>No.</b>	<b>Name of Chargor</b>	<b>Details of Relevant Shares</b>
1	David Lloyd Leisure Group Limited	523,977,035 ordinary A shares in David Lloyd Leisure Limited
2.	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 Centers Limited  101 ordinary shares in David Lloyd Leisure Farnham Limited
3	David Lloyd Leisure Operations Holdings Limited	101 ordinary shares in David Lloyd Leisure Development Sites Limited  5,725,736 ordinary A shares in David Lloyd Leisure Group Limited
4	Next Generation Amida Services Limited	100 ordinary shares in Next Generation Amida Beckenham Limited  100 ordinary shares in Next Generation Amida Hampton Limited
5	Next Generation Clubs Limited	2 ordinary shares in Harbour Club Operations Limited  98 redeemable preference shares in Harbour Club Operations Limited  2 ordinary shares in David Lloyd Leisure Nominee No. 3 Limited  2 ordinary shares in David Lloyd Leisure Nominee No. 4 Limited  1,013,410 ordinary shares in Harbour Club Limited  2,849,993 redeemable preference shares in Harbour Club Limited  2 ordinary shares in Nextgen Limited

No.	Name of Chargor	Details of Relevant Shares
6	David Lloyd Leisure Properties No. 1 Limited	67,352,425 deferred shares in David Lloyd Leisure Limited

**SCHEDULE 3**  
**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 [•] (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

**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 [ ] (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

- 1. 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
- 2. 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 4  
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

TRIMONT REAL ESTATE ADVISORS B V.  
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 (*Chargors*) (each a "**Chargor**") in favour of:
- (1) **TRIMONT REAL ESTATE ADVISORS B.V.** as trustee for itself and each of the other Secured Parties (the "**Security Agent**")

**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**"), [but subject in respect of the property at Frogmore Lane, Nursling, Southampton, Hampshire registered at the Land Registry, with title number HP602381 to the registered charge dated 20 June 2001 in favour of Southampton City Council, for so long as the same is subsisting.]<sup>1</sup>

**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 permitted under the Facility Agreement, 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**.

---

<sup>1</sup> To be included in legal charge over the Southampton Property



5. **FURTHER LOANS**

Subject to the terms of the Facility Agreement, each Lender is under an obligation to make further Loans to each 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 Loans 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 each Chargor 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**

<b>No.</b>	<b>Name</b>	<b>Jurisdiction</b>	<b>Company Number</b>
1	[.]	[.]	[.]

**SCHEDULE 2 TO LEGAL CHARGE  
MORTGAGED PROPERTY**

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



**Security Agent**

**TRIMONT REAL ESTATE ADVISORS B.V.,**

By \_\_\_\_\_  
Director

EXECUTION PAGE TO DEBENTURE

Chargors

EXECUTED AS A DEED by )  
DAVID LLOYD LEISURE OPERATIONS )  
HOLDINGS LIMITED

LLO

Director  
Name: SCOTT LLOYD

in the presence of: Manas  
MANAS CHANDRASHEKAR Signature of witness

MANAS CHANDRASHEKAR Name of witness

SIMPSON THATCHER PARTNERS LLP Address of witness  
1 CITY POINT, 1 ROPEMAKER ST  
LONDON EC2Y 9HU

EXECUTED AS A DEED by )  
DAVID LLOYD LEISURE PROPERTIES )  
NO. 1 LIMITED

LLO

Director  
Name: SCOTT LLOYD

in the presence of: Manas  
MANAS CHANDRASHEKAR Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness  
LONDON EC2Y 9HU

EXECUTED AS A DEED by )  
DAVID LLOYD LEISURE PROPERTIES )  
NO. 2 LIMITED

L U D

Director  
Name SCOTT LLOYD

in the presence of:

Manas Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC2Y 9HU

EXECUTED AS A DEED by )  
DAVID LLOYD LEISURE PROPERTIES )  
NO. 3 LIMITED

L U D

Director  
Name SCOTT LLOYD

in the presence of

Manas Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC2Y 9HU

EXECUTED AS A DEED by )  
DAVID LLOYD LEISURE PROPERTIES )  
NO. 4 LIMITED

L L d

Director  
Name: SCOTT LLOYD

in the presence of  
Manu

Signature of witness

~~MANAS CHANDRASHEKAR~~ Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC24 9HU

EXECUTED AS A DEED by )  
DAVID LLOYD LEISURE GROUP )  
LIMITED

L L d

Director  
Name: SCOTT LLOYD

in the presence of:

Manu

Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC24 9HU



EXECUTED AS A DEED by  
DAVID LLOYD LEISURE LIMITED

)

L L D

Director  
Name SCOTT LLOYD

in the presence of

Manu Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC24 9HU

EXECUTED AS A DEED by  
DAVID LLOYD LEISURE NOMINEE NO.)  
1 LIMITED

)

L L D

Director  
Name SCOTT LLOYD

in the presence of

Manu Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC24 9HU

EXECUTED AS A DEED by )  
DAVID LLOYD LEISURE NOMINEE NO.)  
2 LIMITED

L L D

Director  
Name SCOTT LLOYD

in the presence of

Manas Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC2Y 9HU

EXECUTED AS A DEED by )  
DAVID LLOYD LEISURE NOMINEE NO.)  
3 LIMITED

L L D

Director  
Name SCOTT LLOYD

in the presence of

Manas Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC2Y 9HU

EXECUTED AS A DEED by )  
DAVID LLOYD LEISURE NOMINEE NO.)  
4 LIMITED

L U d

Director  
Name SCOTT LLOYD

in the presence of:

Manas Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC2Y 9HU

EXECUTED AS A DEED by )  
DAVID LLOYD LEISURE )  
DEVELOPMENT SITES LIMITED

L U d

Director  
Name: SCOTT LLOYD

in the presence of

Manas Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC2Y 9HU

EXECUTED AS A DEED by  
DAVID LLOYD LEISURE FARNHAM  
LIMITED

)

L U d

Director  
Name: SCOTT LLOYD

in the presence of

MANAS

Signature of witness

MANAS CHANDRASHEKAR

Name of witness

1 ROPEMAKER ST.

Address of witness

LONDON EC2Y 9HU

EXECUTED AS A DEED by  
HARBOUR CLUB LIMITED

)

L U d

Director  
Name: SCOTT LLOYD

in the presence of:

MANAS

Signature of witness

MANAS CHANDRASHEKAR

Name of witness

1 ROPEMAKER ST.

Address of witness

LONDON EC2Y 9HU

EXECUTED AS A DEED by )  
NEXT GENERATION CLUBS LIMITED )

L U d

Director  
Name: SCOTT LLOYD

in the presence of

MamD. Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC2Y 9HU

EXECUTED AS A DEED by )  
NEXT GENERATION AMIDA SERVICES )  
LIMITED

L U d

Director  
Name: SCOTT LLOYD

in the presence of:

MamD. Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC2Y 9HU

EXECUTED AS A DEED by  
NEXT GENERATION AMIDA  
BECKENHAM LIMITED

)

SLD

Director  
Name. SCOTT LLOYD

in the presence of

MANU Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC2Y 9HU

EXECUTED AS A DEED by  
NEXT GENERATION AMIDA  
HAMPTON LIMITED

)

SLD

Director  
Name. SCOTT LLOYD

in the presence of

MANU Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC2Y 9HU

EXECUTED AS A DEED by  
NEXTGEN LIMITED

)  
)

SLD

Director  
Name: SCOTT LLOYD

in the presence of

Manas

Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC2Y 9HU

EXECUTED AS A DEED by  
MARKSON TENNIS AND LEISURE  
CENTERS LIMITED

)  
)

SLD

Director  
Name: SCOTT LLOYD

in the presence of

Manas

Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC2Y 9HU

EXECUTED AS A DEED by  
HARBOUR CLUB OPERATIONS  
LIMITED

)  
)

LLO

Director  
Name SCOTT LLOYD

in the presence of:

Manu D. Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC2V 9HW

EXECUTED AS A DEED by  
DAVID LLOYD LEISURE OPERATIONS )  
SPRL )

LLO

Manager  
Name SCOTT LLOYD

in the presence of:

Manu D. Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC2V 9HW



EXECUTED AS A DEED by  
DLL SA

)  
)

L L O Y D

Manager  
Name: SCOTT LLOYD

in the presence of

Manas Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC2M 9HU

EXECUTED AS A DEED by  
DAVID LLOYD LEISURE PROPERTY  
HOLDINGS 1 SPRL

)  
)

L L O Y D

Manager  
Name: SCOTT LLOYD

in the presence of:

Manas Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST Address of witness

LONDON EC2Y 9HU

EXECUTED AS A DEED by )  
DAVID LLOYD LEISURE PROPERTY )  
HOLDINGS 2 SPRL

SLD

Manager Name SCOTT LLOYD

in the presence of

Manas Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC2Y 9HU

EXECUTED AS A DEED by )  
DAVID LLOYD LEISURE PROPERTY )  
B.V.

SLD

Director Name SCOTT LLOYD

in the presence of

Manas Signature of witness

MANAS CHANDRASHEKAR Name of witness

1 ROPEMAKER ST Address of witness

LONDON EC2Y 9HU

EXECUTED AS A DEED by )  
DAVID LLOYD LEISURE NEDERLAND )  
B.V.

RLD

Director Name: SCOTT LLOYD

in the presence of:

MANAS Signature of witness

MANAS CHANDRASEKAR Name of witness

1 ROPEMAKER ST. Address of witness

LONDON EC2Y 9HU

Security Agent<sup>2</sup>

TRIMONT REAL ESTATE ADVISORS B.V.,

By:   
Director

Clifford Chance LLP

E Carr - Fanning extn 1806  
room 27nb