



Registration of a Charge

Company name: **MELLI LIMITED**

Company number: **07395312**

Received for Electronic Filing: **02/11/2017**



X6IDKO4Q

Details of Charge

Date of creation: **27/10/2017**

Charge code: **0739 5312 0003**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY AGENT**

Brief description:

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:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7395312

Charge code: 0739 5312 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th October 2017 and created by MELLI LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd November 2017 .

Given at Companies House, Cardiff on 6th November 2017

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**

DATED 27 October

2017

(1) THE CHARGORS

(2) GLAS TRUST CORPORATION LIMITED
(as Security Agent)

DEBENTURE

This Deed is subject to the terms of the Intercreditor Agreement



Pinsent Masons

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THIS DEED is made on

27 October

2017

BETWEEN:-

- (1) **THE COMPANIES** whose names and registered offices are set out in Schedule 1 (together with each company which becomes a party to this Deed by executing a Deed of Accession, each a "**Chargor**" and together the "**Chargors**"); and
- (2) **GLAS TRUST CORPORATION LIMITED** (the "**Security Agent**") as agent and trustee for itself and each of the Secured Parties (as defined below).

INTRODUCTION

- (A) The Secured Parties have agreed to make credit facilities available to the Original Borrower on the terms and conditions set out in the Senior Facilities Agreement (each as is defined below).
- (B) The Chargors have agreed to enter into this Deed to provide Security over their assets to the Security Agent to hold on trust for itself and the other Secured Parties.

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 Definitions

In this Deed:-

"Account" means any account now or at any time (and from time to time) opened, owned, operated, held or maintained by any Chargor (or in which any Chargor has an interest) at any bank or financial institution (and shall include any replacement account, subdivision or sub-account of that account) and all moneys from time to time standing to the credit (including any interest thereon) of such accounts

"Assigned Account" means:-

- (a) each of the Accounts specified in Schedule 5 (*Details of Assigned Accounts*) (and any renewal or redesignation of such Accounts);
- (b) any Blocked Accounts which are maintained with any bank or financial institution other than the Security Agent; and
- (c) any other Account agreed by the Security Agent and the Parent in writing to be an Assigned Account

"Assigned Contracts" means:-

- (d) the Hedging Agreements (as defined in the Intercreditor Agreement)
- (e) the Structural Intra-Group Loans (as defined in

	the Intercreditor Agreement); and
	(f) the Operator Agreements.
"Assigned Insurances"	means the Insurances (if any) specified in Schedule 4 (<i>Assigned Insurances</i>) (including any renewal, substitution or replacement of such Insurance)
"Blocked Account"	means:- <ul style="list-style-type: none"> (a) any Cure Account (and any renewal or redesignation of such account); (b) any Holding Account (and any renewal or redesignation of such account); (c) any Mandatory Prepayment Account (and any renewal or redesignation of such account; and (d) any other Account agreed by the Security Agent and the Parent in writing to be a Blocked Account
"Charged Account"	means:- <ul style="list-style-type: none"> (a) the Accounts maintained by any Chargor with the Security Agent and designated in writing as a Charged Account by the Security Agent; and (b) any Blocked Accounts maintained with the Security Agent (acting in any capacity)
"Charged Hedging Agreements"	means any Hedging Agreement (as such term is defined in the Intercreditor Agreement) entered into by any Chargor with the Security Agent
"Declared Default"	means an Event of Default which has resulted in the Agent exercising any of its rights under Clause 27.22 (<i>Acceleration</i>) of the Senior Facilities Agreement
"Deed of Accession"	means a deed substantially in the form of Schedule 7 (<i>Deed of Accession</i>) executed, or to be executed, by a person becoming a Chargor
"Default"	has the meaning given to that term in the Senior Facilities Agreement
"Default Rate"	means the rate specified in Clause 12.3 (<i>Default interest</i>) of the Senior Facilities Agreement
"Event of Default"	has the meaning given to that term in the Senior Facilities Agreement
"Excluded Property"	means: <p>the leasehold premises known as Library Tap, Old Library Wine Bar, Main Street, Bingley, BT16 2HT with title numbers WYK275190 and WYK316293; and</p>

any leasehold property acquired after the date of this Deed by a Chargor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) the relevant Chargor from creating any charge over its leasehold interest in that property

"Group"	has the meaning given in the Intercreditor Agreement
"Insurances"	means any contracts and policies of insurance or assurance taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties
"Intellectual Property"	<p>means any of the following:-</p> <ul style="list-style-type: none">(a) all interests in respect of any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents (including supplementary protection certificates), trade marks, service marks, registered designs and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above;(b) any brand and trade names, domain names, invention, copyright, design right or performance right;(c) any trade secrets, database right, know-how and confidential information; and(d) the benefit of any agreement or licence for the use of any such right, <p>and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above together with any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by any Chargor or (to the extent of its interest) in which any Chargor has an interest</p>
"Intercreditor Agreement"	means the intercreditor agreement dated on or about the date of this Deed and made between the Parent, the Original Debtors, the Security Agent, the Senior Lenders, the Hedge Counterparties, the Subordinated Creditors, the Intragroup Lenders and certain others (all as defined in the Intercreditor Agreement)
"JV Securities"	means any Shares now or in the future owned by any Chargor, or in which any Chargor has an interest in a company which is not that Chargor's Subsidiary
"Land"	has the meaning given to that term in section 205(1) of the LPA but for these purposes "Land" excludes heritable property situated in Scotland

"LPA"	means the Law of Property Act 1925
"Material Leasehold Property"	means all leasehold property, beneficially owned by a Chargor with an unexpired term exceeding 25 years as of (a) the date of this deed, (b) the date of a Deed of Accession or (c) the date on which the relevant property is acquired (as applicable) but excluding, for the avoidance of doubt, any rack rent leases and all shop leases
"Monetary Claims"	means all book and other debts, rentals, royalties, fees, VAT and monetary claims now or in the future owing to each Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, together with all cheques, bills of exchange, negotiable instruments, indemnities, credits and securities at any time given in relation to, or to secure payment of, any such debt
"Operator Agreements"	the agreements brief particulars of which are specified in Schedule 6 and any other agreements with respect to the operation of a business at any Property (as defined in the Senior Facilities Agreement)
"Party"	means a party to this Deed
"Plant and Equipment"	means all plant, machinery or equipment (including office equipment, computers, vehicles and other equipment) of each Chargor of any kind and the benefit of all licences, warranties and contracts relating to the same
"Receiver"	means any receiver, receiver and manager or, to the extent permitted by law, an administrative receiver (whether appointed pursuant to this Deed or any statute, by a court or otherwise) of the whole or any part of the Secured Assets
"Regulations"	means the Financial Collateral Arrangements (No2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements
"Related Rights"	means in relation to any Secured Asset:- <ul style="list-style-type: none"> (a) the proceeds of sale of all or any part of that Secured Asset; (b) allotments, rights, money or property arising from that Secured Asset, by way of conversion, exchange, redemption, bonus, preference, option or otherwise; (c) all rights under any licence, agreement for sale or agreement for lease in respect of that Secured Asset; (d) all rights, powers, benefits, claims, contracts,

	warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that Secured Asset; and
	(e) any moneys and proceeds or income paid or payable in respect of that Secured Asset
"Secured Assets"	means all the assets and undertaking of the Chargors which from time to time are, or purport to be, the subject of the Security created in favour of the Security Agent by or pursuant to this Deed
"Secured Finance Documents"	means the Finance Documents and the Hedging Agreements (as defined in the Facility Agreement)
"Secured Liability"	means all monies, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred (before or after demand) by any Chargor to the Secured Parties under the Finance Documents and whether present or future, actual or contingent in any manner whatsoever, as principal or surety and whether alone or jointly with any other party or parties including interest, commission, fees, legal and other costs, charges and expenses including (without limitation) under or in connection with the Finance Documents (together the "Secured Liabilities")
"Secured Party"	has the meaning given in the Intercreditor Agreement
"Securities"	means all or any stocks, shares (other than any Shares) or other financial instruments (as defined in the Regulations) including those held via a nominee, trustee or clearing system
"Security"	means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
"Security Period"	means the period beginning on the date of this Deed and ending on the date which:- (a) all of the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Secured Finance Documents
"Senior Facilities Agreement"	means the senior facilities agreement dated on or about the date of this Deed between, among others, the Parent, the Agent and the Security Agent
"Shares"	means:- (a) all of the shares in the capital of each of the companies specified in Schedule 3 (<i>Details of Shares</i>); and

- (b) any shares in the capital of any other member of the Group owned by any Chargor or held by any nominee on behalf of any Chargor at any time (excluding any JV Securities as may be agreed between the relevant Chargor and the Security Agent (acting reasonably))

"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents

"Transaction Security Documents" has the meaning given in the Intercreditor Agreement

1.2 Incorporation of terms

Unless the context otherwise requires or unless defined in this Deed, all words and expressions defined or whose interpretation is provided for in the Senior Facilities Agreement or in the Intercreditor Agreement shall have the same meanings in this Deed.

1.3 Interpretation

1.3.1 The principles of interpretation set out in Clause 1 (*Definitions and Interpretation*) of the Senior Facilities Agreement shall apply to this Deed insofar as they are relevant to it.

1.3.2 Unless the context otherwise requires, a reference to a **"Secured Finance Document"** or any other agreement, deed or instrument is a reference to that Secured Finance Document or other agreement, deed or instrument as amended, novated, supplemented, restated or replaced (however fundamentally) and includes any increase in, extension of, or change to, any facility made available under that Secured Finance Document or other agreement, deed or instrument and includes any increase in, extension of or change to any facility made available under that Secured Finance Document or other agreement, deed or instrument.

1.3.3 The liabilities of the Chargors under this Deed are joint and several.

1.4 Acknowledgement

Each Chargor acknowledges that the Security Agent enters into this Deed for itself and as trustee for the Secured Parties who shall be entitled to the full benefit of this Deed.

1.5 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

1.6 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Secured Finance Documents and of any side letters between any parties in relation to any Secured Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.7 Third party rights

- 1.7.1 Each Secured Party, any Receiver and their respective officers, employees and agents may enforce any term of this Deed which purports to confer a benefit on that person, but no other person who is not a Party has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.
- 1.7.2 Notwithstanding any term of any Secured Finance Document, the Parties and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of any person who is not a Party.

1.8 Nominees

If the Security Agent causes or requires Shares or any other asset to be registered in the name of its nominee, any reference in this Deed to the Security Agent shall, if the context permits or requires, be construed as a reference to the Security Agent and its nominee.

1.9 Intercreditor Agreement

The terms of this Deed are subject to the terms of the Intercreditor Agreement and to the extent that there is any conflict or inconsistency between the terms of this Deed and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.

2. COVENANT TO PAY

2.1 Secured Liabilities

Each Chargor covenants that it will on demand pay and discharge the Secured Liabilities when due.

2.2 Interest

Each Chargor covenants to pay interest at the Default Rate to the Security Agent on any sum not paid in accordance with Clause 2.1 (*Secured Liabilities*) until payment (both before and after judgment) and in accordance with Clause 12.3 (*Default Interest*) of the Senior Facilities Agreement.

3. CHARGES

3.1 Land

3.1.1 Each Chargor with full title guarantee subject to Permitted Security and encumbrances disclosed in any Property Report in favour of the Security Agent (as agent and trustee for the Secured Parties) and as continuing security for the payment, discharge and performance of the Secured Liabilities:

- (a) by way of first legal mortgage all Land described in Schedule 2 (*Details of Land*); and
- (b) by way of first fixed charge:-
 - (i) all Land vested in any Chargor on the date of this Deed to the extent not effectively mortgaged by Clause (a);

- (ii) all licences to enter upon or use Land and the benefit of all other agreements relating to Land; and
- (iii) all Land acquired by any Chargor after the date of this Deed.

3.1.2 The Excluded Property shall be excluded from the charge created by Clause 3.1.1(b)(iii) and from the operation of Clause 6.1 (*Further Assurance*) by virtue of the lease under which the Excluded Property is held precluding absolutely or conditionally (including requiring the consent of any third party) the relevant Chargor from creating any charge over its leasehold interest in that property until the relevant condition or waiver has been satisfied or obtained or the Chargor has confirmed to the Security Agent in writing that such Excluded Property shall be included in the charge created by Clause 3.1.1 (*Land*) and the operation of Clause 6.1 (*Further Assurance*).

3.1.3 For each Excluded Property which is a Material Leasehold Property, each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within 14 days of the later of (i) the date of this deed, (ii) the date on which that Chargor accedes to this Deed and (iii) the acquisition by that Chargor of the relevant leasehold interest (as applicable) and, in respect of each Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use reasonable endeavours to obtain that consent as soon as reasonably practicable and to keep the Security Agent informed of the progress of its negotiations.

3.1.4 Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent under this Clause 3 (*Charges*).

3.2 **Shares**

Each Chargor charges by way of fixed charge the Shares and all Related Rights under or in connection with the Shares.

3.3 **Securities**

Each Chargor charges by way of first fixed charge the Securities and all Related Rights under or in connection with the Securities.

3.4 **Intellectual Property**

Each Chargor charges by way of first fixed charge the Intellectual Property and all Related Rights under or in connection with the Intellectual Property.

3.5 **Monetary Claims**

Each Chargor charges by way of first fixed charge the Monetary Claims and all Related Rights under or in connection with the Monetary Claims.

3.6 **Charged Accounts**

Each Chargor charges by way of first fixed charge:-

- 3.6.1 all amounts standing to the credit of the Charged Accounts; and
- 3.6.2 all Related Rights under or in connection with the Charged Accounts.

3.7 Plant and Equipment

Each Chargor charges by way of first fixed charge:-

- 3.7.1 the Plant and Equipment (to the extent not effectively charged by Clauses 3.1.1(a) or 3.1.1(b)) other than any Plant and Equipment which is for the time being part of any Chargor's stock-in-trade or work-in-progress; and
- 3.7.2 all Related Rights under or in connection with the Plant and Equipment.

3.8 Charged Hedging Agreements

Each Chargor charges by way of first fixed charge:-

- 3.8.1 the benefit of the Charged Hedging Agreements; and
- 3.8.2 all Related Rights under or in connection with the Charged Hedging Agreements.

3.9 Goodwill

Each Chargor charges by way of first fixed charge its present and future goodwill.

3.10 Uncalled capital

Each Chargor charges by way of first fixed charge its uncalled capital.

3.11 Authorisations

Each Chargor charges by way of first fixed charge the benefit of all licences, consents, agreements and Authorisations held by or used in connection with the business of such Chargor or the use of any of its assets.

3.12 Assigned Contracts

Each Chargor assigns absolutely, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:-

- 3.12.1 the Assigned Contracts to which it is a party; and
- 3.12.2 all Related Rights under or in connection with the Assigned Contracts to which it is a party.

3.13 Assigned Insurances

Each Chargor assigns absolutely, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:

- 3.13.1 the Assigned Insurances to which it is a party; and
- 3.13.2 all Related Rights under or in connection with the Assigned Insurances to which it is a party.

3.14 Assigned Accounts

Each Chargor assigns absolutely, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:-

- 3.14.1 the Assigned Accounts in its name; and
- 3.14.2 all Related Rights under or in connection with the Assigned Accounts in its name.

3.15 Floating Charge

- 3.15.1 Each Chargor charges by way of first floating charge all of its present and future business, undertaking and assets wherever situated, which are not for any reason effectively mortgaged, charged or assigned by way of fixed security by this Deed, including, without limitation, any heritable property situated in Scotland.
- 3.15.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Deed.

3.16 Trust

If or to the extent that for any reason the assignment or charging of any Secured Asset is prohibited, the relevant Chargor shall:-

- 3.16.1 hold it on trust for the Security Agent as security for the payment and discharge of the Secured Liabilities; and
- 3.16.2 take such steps as the Security Agent may require to remove the impediment to assignment or charging it.

3.17 Nature of Security created

The Security created under this Deed is created:

- 3.17.1 as a continuing security to secure the payment and discharge of the Secured Liabilities and shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Liabilities;
- 3.17.2 in favour of the Security Agent as trustee for the Secured Parties; and
- 3.17.3 with full title guarantee.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation: By Notice

4.1.1 The Security Agent may at any time following an Event of Default which is continuing by notice in writing to any Chargor convert the floating charge created by Clause 3.15 (*Floating Charge*) into a fixed charge with immediate effect as regards any property or assets specified in the notice if:-

- (a) the Security created by or pursuant to this Deed becomes enforceable in accordance with Clause 13.1 (*Enforcement*); or
- (b) the Security Agent considers that any Secured Asset may be in jeopardy or in danger of being seized, attached, charged, taken

possession of or sold under any form of distress, sequestration, execution or other process of otherwise be in jeopardy; or

- (c) the Security Agent considers that it is necessary in order to protect the priority of the Security created by or pursuant to this Deed.

- 4.1.2 If no specific assets subject to the floating charge in Clause 3.15 (*Floating charge*) are identified in the notice referred to in Clause 4.1.1 then the crystallisation shall take effect over all of the assets subject to the floating charge in Clause 3.15 (*Floating charge*).

4.2 Crystallisation: Automatic

The floating charge created by a Chargor under Clause 3.15 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets of that Chargor subject to the floating charge:-

- 4.2.1 upon the occurrence of a Declared Default; or
- 4.2.2 if the Security Agent is of the view that any legal process or execution is being enforced against any asset or that any asset is in danger of being seized or otherwise in jeopardy.

4.3 Assets acquired post-crystallisation

Any assets acquired by a Chargor after crystallisation has occurred (and that are not effectively charged by way of legal mortgage or fixed charge, or assigned under Clause 3 (*Charges*)), shall become subject to the floating charge created by Clause 3.15 (*Floating charge*) so that the crystallisation shall be effective as if such assets were owned by the Chargor at the date of crystallisation.

4.4 Crystallisation: Moratorium where directors propose voluntary arrangement

The floating charge created by Clause 3.15 (*Floating Charge*) may not be converted into a fixed charge solely by reason of:

- 4.4.1 the obtaining of a moratorium; or
 - 4.4.2 anything done with a view to obtaining a moratorium,
- under Schedule A1 to the Insolvency Act 1986.

4.5 Partial crystallisation

The giving of a notice by the Security Agent pursuant to Clause 4.1 (*Crystallisation: By Notice*) in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the Secured Parties.

4.6 De-crystallisation of floating charge

Any charge that has crystallised under this Clause may by notice in writing (given at any time by the Security Agent to the Parent), be reconverted into a floating charge in relation to the assets or class of assets specified in that notice.

5. PERFECTION OF SECURITY

5.1 Notices of assignment

5.1.1 The Chargors must deliver notices of assignment in relation to each Secured Asset which is subject to an assignment under this Deed:-

- (a) Assigned Contracts (excluding Operator Agreements): within 5 Business Days from the date on which the assignment is granted, by issuing a notice in the form set out in Schedule 11 (*Form of notice of assignment of Assigned Contract*) addressed to the relevant counterparty;
- (b) Operator Agreements: promptly upon receiving a request from the Security Agent, by issuing a notice in the form set out in Schedule 11 (*Form of notice of assignment of Assigned Contract*) addressed to the relevant counterparty;
- (c) Assigned Insurances:
 - (i) within 5 Business Days from the date on which the assignment is granted, by issuing a notice in the form set out in Schedule 8 (*Form of notice of assignment of Insurance*) addressed to the relevant insurer;
 - (ii) if any Chargor renews, substitutes or replaces any Assigned Insurance, by issuing, on or within 5 Business Days of the date of the renewal, substitution or replacement, a notice in the form set out in Schedule 8 (*Form of notice of assignment of Insurance*) addressed to the relevant insurer;
- (d) Assigned Accounts:
 - (i) in respect of each Assigned Account (other than a Blocked Account) by issuing, within 5 Business Days from the date on which the assignment is granted, a notice in the form set out in Schedule 9 (*Form of notice of assignment of Assigned Accounts (not Blocked Accounts)*) addressed to the bank or financial institution with whom the Assigned Account is held;
 - (ii) in respect of each Blocked Account which is an Assigned Account by issuing, within 5 Business Days from the date on which the assignment is granted, a notice in the form set out in Schedule 10 (*Form of notice of assignment of Blocked Accounts*) addressed to the bank or financial institution with whom the Assigned Account is held; and
 - (iii) in respect of any Account subsequently designated in writing by the Security Agent and the Parent as an Assigned Account, by issuing, within 5 Business Days of the date of the designation, a notice in the form set out in Schedule 9 (*Form of notice of assignment of Assigned Accounts (not Blocked Accounts)*) or, if the Account is a Blocked Account, a notice in the form set out in Schedule 10 (*Form of notice of assignment of Blocked Accounts*) addressed to the bank or financial institution with whom the Assigned Account is held.

- 5.1.2 The Chargors shall use all reasonable endeavours to procure that, within 14 days of the date of the each notice of assignment delivered pursuant to Clause 5.1.1 above, each notice of assignment is acknowledged by the party to whom it is addressed and such obligation will cease on the expiry of that 14 day period.
- 5.1.3 Each Chargor will deliver to the Security Agent a copy of each acknowledgment of a notice of assignment it may receive from the relevant counterparty within 14 days of it receiving a request under Clause 5.1.1 to serve notice.

5.2 Documents of Title

5.2.1 Land

The Chargors shall upon the execution of this Deed or any Deed of Accession, and upon the acquisition by any Chargor of any interest in any Land deliver (or procure delivery) to the Security Agent of either:-

- (a) all deeds, certificates and other documents relating to such Land (which the Security Agent shall be entitled to hold and retain at the expense and risk of the Chargors); or
- (b) an undertaking from the Parent's solicitors (in form and substance acceptable to the Security Agent) to hold all deeds, certificates and other documents of title relating to such Land strictly to the order of the Security Agent.

5.2.2 Shares

The Chargors shall upon the execution of this Deed or any Deed of Accession (or, if later, promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares) and upon the acquisition by any Chargor of any interest in any Shares deliver (or procure delivery) to the Security Agent of:

- (a) all stock and share certificates and other documents of or evidencing title to the Shares;
- (b) signed and undated transfers (or other instruments of transfer) in respect of the Shares, completed in blank on behalf of the applicable Chargor and, if the Security Agent so requires, pre-stamped; and
- (c) any other documents which the Security Agent may from time to time reasonably require for perfecting its title, or the title of any purchaser, in respect of the Shares,

all of which the Security Agent is entitled to hold at the reasonable expense and risk of the Chargors.

5.3 Application to the Land Registry

Each Chargor consents to an application being made by the Security Agent to the Land Registrar for the following to be entered on the registered title to any Land now or in the future owned by it:-

5.3.1 a restriction in the following terms:-

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, 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 *[insert date]* in favour of GLAS Trust Corporation Limited referred to in the charges register"

5.3.2 a notice that:-

"*[details of the lenders]* are under an obligation to make further advances."

6. COVENANTS

6.1 Further assurance

6.1.1 Each Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):-

- (a) to perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security including a supplemental legal charge to be provided to the Security Agent in respect of any former Excluded Property (as defined in Clause 3.1.2)) or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to this Deed or by law;
- (b) to confer on the Security Agent over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
- (c) on the occurrence of a Declared Default, to facilitate the realisation of the assets which are, or are intended to be, the subject of this Deed.

6.1.2 Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary 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 Deed.

6.2 Each Chargor shall, from time to time and at its own expense, promptly do whatever the Security Agent requires to:-

6.2.1 give effect to the requirements of this Deed;

6.2.2 perfect, preserve or protect the Security created or expressed to be created by this Deed, or its priority; or

- 6.2.3 once the Security created by this Deed has become enforceable, facilitate the realisation of the Secured Assets or the exercise of any rights vested in the Security Agent or any Receiver by this Deed or by law,

including executing any transfer, conveyance, charge, assignment or assurance of or in respect of the Secured Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction. The obligations of the Chargors under this Clause 6.2 are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

6.3 Negative pledge

Each Chargor undertakes that it shall at all times prior to the end of the Security Period, not create or permit to subsist any Security over any Secured Assets, nor do anything else prohibited by Clause 25.16 (*Negative pledge*) of the Senior Facilities Agreement, except as expressly permitted under the terms of the Secured Finance Documents.

6.4 Disposals

Each Chargor undertakes that it shall at all times prior to the end of the Security Period, not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Secured Assets except as permitted by Clause 25.17 (*Disposals*) of the Senior Facilities Agreement.

6.5 Land

Each Chargor shall inform the Security Agent promptly of any acquisition by a Chargor of, or contract made by a Chargor to acquire, any freehold, leasehold or other interest in any Land and will duly execute a legal mortgage in favour of the Security Agent of that property.

6.6 Operator Agreements

Each Chargor shall notify the Security Agent in writing within 20 Business Days of any new Operator Agreement that the relevant Chargor has entered into.

7. SHARES AND SECURITIES

7.1 Shares: before a Declared Default

Prior to the occurrence of a Declared Default, the Chargors shall:-

- 7.1.1 pay all dividends, interest and other moneys arising from the Shares into an Account;
- 7.1.2 exercise all voting rights in relation to the Shares for any purpose not inconsistent with the terms of the Secured Finance Documents;
- 7.1.3 promptly upon receipt, forward to the Security Agent copies of all notices and other communications received in connection with the Shares;
- 7.1.4 promptly comply with (and copy to the Security Agent) all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision in any articles of association or other constitutional documents relating to any Shares; and

- 7.1.5 comply with all other conditions and obligations assumed by it in respect of any of the Shares where failure to do so could adversely effect the interests of the Secured Parties.

7.2 Shares: after a Declared Default

After the occurrence of a Declared Default:

- 7.2.1 all dividends and other distributions paid in respect of the Securities and received by a Chargor shall be held on trust for the Security Agent (as agent and trustee for the Secured Parties) and immediately paid into any Account subsequently designated in writing by the Security Agent or, if received by the Security Agent, shall be retained by the Security Agent (as agent and trustee for the Secured Parties); and
- 7.2.2 all voting and other rights and powers attaching to the Securities shall be exercised by, or at the direction of, the Security Agent (as agent and trustee for the Secured Parties) and a Chargor shall, and shall procure that its nominees shall, comply with any directions the Security Agent may, in its absolute discretion, give concerning the exercise of those rights and powers.

7.3 Securities and Shares: payment of calls

The Chargors shall pay when due all calls or other payments which may be or become due in respect of any of the Securities and Shares which are not fully paid (unless reasonably contested), and in any case of default by any Chargor in such payment, the Security Agent may, if it thinks fit, make such payment on behalf of such Chargor in which case any sums paid by the Security Agent shall be reimbursed by the Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate notified to the Chargor by the Security Agent.

7.4 Securities: exercise of rights

Each Chargor shall duly and promptly pay all calls, instalments and other monies which may be payable from time to time in respect of the Securities. Each Chargor acknowledges that the Security Agent shall not be under any ability in respect of any such calls, instalments or other monies.

8. INTELLECTUAL PROPERTY

Each Chargor shall, if requested by the Security Agent and at such Chargor's cost, execute all such further assignments, transfers, charges or other documents in such form as the Security Agent may require and do all acts that the Security Agent may require to perfect the Security taken by, or to record the interest of, the Security Agent in any registers relating to any registered Intellectual Property.

9. BOOK DEBTS

Each Chargor must get in and realise its:-

- 9.1.1 securities to the extent held by way of temporary investment;
- 9.1.2 book and other debts and other moneys owed to it; and
- 9.1.3 royalties, fees and income of any nature owed to it,

in the ordinary course of its business.

- 9.2 The Chargors shall get in and realise the Monetary Claims in the ordinary course of business and pay the proceeds of those Monetary Claims into an Account (or, where required under the Secured Finance Documents or the Security Agent so requires, into a Charged Account or an Assigned Account).
- 9.3 The Chargors shall not at any time during the subsistence of this Deed, without the prior written consent of the Security Agent or otherwise as permitted pursuant to the terms of the Secured Finance Documents, sell, factor, discount, transfer, assign, lend or otherwise dispose of any of the Monetary Claims or enter into any agreement to do so.
- 9.4 If and to the extent that the Security Agent so specifies, at any time after the Security created under this Deed has become enforceable, each Chargor shall pay the proceeds of payment or realisation of its assets comprising temporary and other investments, book and other debts, royalties, fees and income of like nature or other moneys received by that Chargor as the Security Agent may require into such Account(s) as the Security Agent may from time to time specify and pending such payment shall hold all such receipts on trust for the Security Agent.

10. ACCOUNTS

10.1 General

10.1.1 Each Chargor shall:

- (a) deliver to the Security Agent:-
 - (i) on the date of this Deed (or the date of any Deed of Accession, if applicable), details of each of its Accounts; and
 - (ii) if any change in such detail (including any renewal or redesignation of any such Account) occurs after the date of this Deed or any new Account is opened as permitted under the terms of the Senior Facilities Agreement and the Intercreditor Agreement, details of such change or new Account promptly within 5 Business Days following the date of such change or opening;
- (b) not, without the prior written consent of the Security Agent, permit or agree to any variation of the rights attaching to, or close, any Account; and
- (c) open such new Accounts as the Security Agent may reasonably require (whether before or after the Security created by this Deed has become enforceable).

10.1.2 Upon the occurrence of a Declared Default the Security Agent shall be deemed to have designated in writing all Accounts other than the Charged Accounts and the Assigned Accounts as Assigned Accounts (or, in the case of any Accounts maintained with the Security Agent (in any capacity), as Charged Accounts) and at any time thereafter the Security Agent may:

- (a) in relation to such new Assigned Accounts, require the Chargors to, and the Chargors shall immediately on request, serve a notice of assignment in accordance with Clause 5.1 (*Notices of assignment*) on each bank or other financial institution with which any such Account is maintained (and the relevant Chargor shall comply with its obligation under Clause 5.1.3 to obtain an acknowledgement of each such notice of assignment); and

- (b) exercise from time to time, all rights, powers and remedies of the Chargors in relation to any or all of their Accounts, including to demand and receive all and any moneys standing to the credit of such Accounts.

10.2 Charged Accounts

10.2.1 Charged Accounts: before a Declared Default

- (a) The Chargors shall, prior to the occurrence of a Declared Default, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Charged Account (other than any Blocked Account).
- (b) Save as permitted pursuant to the terms of the Secured Finance Documents, the Chargors shall not make any withdrawal from any Blocked Account without the prior written consent of the Security Agent (in its capacity as such).
- (c) If and to the extent necessary to enable, and for the sole purpose of enabling:
 - (i) the Chargors to comply with their obligations to make repayments of the Secured Liabilities arising under the Secured Finance Documents; or
 - (ii) the Agent to apply the proceeds thereof in or towards repayment of the Secured Liabilities in accordance with the terms of the Secured Finance Documents,

the Security Agent shall release from the Security created by this Deed the whole or any part of the sums standing to the credit of any Blocked Account.

10.2.2 Charged Accounts: after a Declared Default

- (a) The Security Agent shall, upon the occurrence of a Declared Default be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Charged Account in or towards the payment or other satisfaction of all or part of the Secured Liabilities in accordance with Clause 15 (*Application of Moneys*).
- (b) After the occurrence of a Declared Default, the Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Charged Account except with the prior consent of the Security Agent (in its capacity as such).

10.3 Assigned Accounts

10.3.1 Assigned Accounts: before a Declared Default

- (a) The Chargors shall, prior to the occurrence of a Declared Default, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Assigned Account (other than any Blocked Account).
- (b) Subject to Clause 10.3.1(c) below, the Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Blocked Account except with the

prior consent of the Security Agent or as expressly permitted pursuant to the terms of the Secured Finance Documents.

- (c) If and to the extent necessary to enable, and for the sole purpose of enabling:
 - (i) the Chargors to comply with their obligations to make repayments of the Secured Liabilities arising under the Secured Finance Documents; or
 - (ii) the Agent to apply the proceeds thereof in or towards repayment of the Secured Liabilities in accordance with the terms of the Secured Finance Documents,

the Security Agent shall provide consent or execute any documentation required to allow for the release from the Security created by this Deed the whole or any part of the sums standing to the credit of any Blocked Account.

10.3.2 Assigned Accounts: after a Declared Default

The Security Agent shall, upon the occurrence of a Declared Default, be entitled without notice to exercise from time to time all rights, powers and remedies held by it as assignee of the Assigned Accounts and to:-

- (a) demand and receive all and any moneys due under or arising out of each Assigned Account;
- (b) exercise all such rights as the Chargors were then entitled to exercise in relation to such Assigned Account or might, but for the terms of this Deed, exercise; and
- (c) apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Liabilities in accordance with Clause 15 (*Application of Moneys*).

11. ASSIGNED CONTRACTS AND ASSIGNED INSURANCES

11.1 Each Chargor shall:-

- 11.1.1 deliver to the Security Agent, promptly following execution of the same, such documents relating to the Assigned Contracts and the Assigned Insurances as the Security Agent (acting on the instructions of the Lenders) may reasonably require;
- 11.1.2 perform all its material obligations under the Assigned Contracts and Assigned Insurances in a diligent and timely manner; and
- 11.1.3 notify the Security Agent of any material breach of or default under an Assigned Contract or Assigned Insurance by it or promptly upon becoming aware of such breach by it or any other party and any right that arises entitling it or any other party to terminate or rescind an Assigned Contract or Assigned Insurance, promptly upon becoming aware of the same.

11.2 The Chargors shall not, without the prior written consent of the Security Agent:

- 11.2.1 amend, supplement, supersede or waive any provision (or agree to do to any of the foregoing) of any Assigned Contract or Assigned Insurance;

- 11.2.2 exercise any right to rescind, cancel, terminate or release any counterparty from any obligations (or agree to do to any of the foregoing) in respect of any Assigned Contract or Assigned Insurance; or
- 11.2.3 assign, transfer, charge or otherwise deal with or dispose of any Assigned Contract or Assigned Insurance or any of the Chargors' rights, title, interest and benefits in, to and in respect of any Assigned Contracts or Assigned Insurances,

except as permitted by the terms of the Secured Finance Documents.

- 11.3 Save as expressly restricted pursuant to the terms of the Secured Finance Documents, while no Declared Default is continuing, the relevant Chargor may exercise all its rights in respect of the Assigned Contracts to which it is a party (other than the Structural Intra-Group Loans) including receiving and exercising all rights relating to proceeds of those Assigned Contracts (other than the Structural Intra-Group Loans).
- 11.4 While no Declared Default is continuing, the relevant Chargor may exercise all its rights in respect of the Assigned Insurances to which it is a party including receiving and exercising all rights relating to proceeds of those Assigned Insurances to the extent permitted pursuant to the terms of the Secured Finance Documents.
- 11.5 Each Chargor which is the borrower of a Structural Intra-Group Loan by its execution of this Deed or a Deed of Accession acknowledges receipt of notice of assignment under Clause 3.12 (*Assigned Contracts*) of the relevant Structural Intra-Group Loan.

12. PROTECTION OF SECURED ASSETS

12.1 Insurance

12.1.1 The Chargors shall at all times during the subsistence of this Deed:-

- (a) keep the Secured Assets insured in accordance with the terms of the Secured Finance Documents;
- (b) if required by the Security Agent or the Secured Finance Documents, shall use reasonable endeavours to cause each Insurance relating to the Secured Assets (other than any Insurances which are Assigned Insurances) to contain (in form and substance satisfactory to the Security Agent) a note of the interest of the Security Agent and an endorsement naming the Security Agent as sole loss payee in respect of all claims;
- (c) promptly, and in any event no later than their due date, pay all premiums and other moneys payable under all its Insurances or procure that such is done and promptly upon request, produce to the Security Agent a copy of each policy and evidence (acceptable to the Security Agent) of the payment of such sums (or procure that such is done);
- (d) comply with the material terms of all Insurances relating to the Secured Assets and renew each policy in good time prior to its expiry date;
- (e) if any Insurances relating to the Secured Assets become void or voidable, immediately, at its own cost, effect a new Insurance of the same value as the void or voidable policy;

- (f) if reasonably required by the Security Agent or the Secured Finance Documents, provide a copy of all Insurances relating to the Secured Assets to the Security Agent; and
- (g) ensure that all moneys received in respect of any Insurances in respect of the Secured Assets are applied in accordance with the terms of the Intercreditor Deed.

12.1.2 If any Chargor defaults in complying with Clause 12.1.1, the Security Agent may effect or renew any such Insurance on such terms, in such name(s) and in such amount(s) as it considers appropriate, and all reasonable moneys expended by the Security Agent in doing so shall be reimbursed by the Chargors to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate specified in Clause 2 (*Covenant to Pay*).

12.2 Application of Insurance Proceeds

12.2.1 All moneys received under any Insurance relating to the Secured Assets shall, prior to the occurrence of a Declared Default, be applied in accordance with the terms of the Secured Finance Documents.

12.2.2 After the occurrence of a Declared Default the Chargors shall hold such moneys upon trust for the Security Agent pending payment to the Security Agent for application in accordance with Clause 15 (*Application of Moneys*) and each Chargor waives any right it may have to require that any such moneys are applied in reinstatement of any part of the Secured Assets.

12.3 Power to remedy

If any Chargor fails to comply with any of its obligations in relation to any of its assets subject to Security pursuant to this Deed, or the Security Agent reasonably considers that a Chargor has failed to comply with any such obligations, following the period which is 15 Business Days following delivery of a notice from the Security Agent requesting the relevant Chargor to comply with the aforementioned obligations, the Security Agent may, if it thinks fit (but without any obligation) take such steps as it deems appropriate to remedy such failure (including, without limitation, the carrying out of repairs, the putting in place of insurance or the payment of costs, charges or other expenses) and the Chargors will co-operate with and will grant the Security Agent or its agents or contractors such access as the Security Agent may reasonably require to the relevant assets or otherwise in order to facilitate the taking of such steps.

13. DEMAND AND ENFORCEMENT

13.1 Enforcement

The Security created by this Deed shall become enforceable upon:-

- 13.1.1 the occurrence of a Declared Default;
- 13.1.2 any request being made by a Chargor to the Security Agent for the appointment of a Receiver or an administrator, or for the Security Agent to exercise any other power or right available to it; or
- 13.1.3 the occurrence of any event causing, or purporting to cause, the floating charge created by this Deed to become fixed in relation to any Secured Asset.

13.2 Powers on enforcement

At any time after the Security created by this Deed has become enforceable, the Security Agent may (without prejudice to any other rights and remedies and without notice to the Chargors) do all or any of the following:-

- 13.2.1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the LPA;
- 13.2.2 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Secured Assets, without the restrictions imposed by sections 99 and 100 of the LPA;
- 13.2.3 to the extent that any Secured Asset constitutes "Financial Collateral" and this Deed constitutes a "security financial collateral arrangement" each as defined in the Regulations, appropriate all or any part of the Secured Assets in or towards satisfaction of the Secured Liability (including transferring the title in and to it to the Security Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18), the value of the property so appropriated being the amount standing to the credit of the relevant Account (where the property is the benefit of an Account) or, in any other case, such amount as the Security Agent shall determine in a commercially reasonable manner;
- 13.2.4 subject to Clause 14.1 (*Method of appointment or removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Secured Assets; and
- 13.2.5 appoint an administrator of any Chargor.

13.3 Disposal of the Secured Assets

In exercising the powers referred to in Clause 13.2 (*Powers on enforcement*), the Security Agent or any Receiver may sell or dispose of all or any of the Secured Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

13.4 Same rights as Receiver

Any rights conferred by any Secured Finance Document upon a Receiver may be exercised by the Security Agent, or to the extent permitted by law, an administrator, after the Security created by this Deed has become enforceable, whether or not the Security Agent shall have taken possession or appointed a Receiver of the Secured Assets.

13.5 Delegation

The Security Agent may delegate in any manner to any person any rights exercisable by the Security Agent under any Secured Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent thinks fit.

14. RECEIVERS

14.1 Method of appointment or removal

Every appointment or removal of a Receiver, any delegate or any other person by the Security Agent under this Deed shall be in writing under the hand of any officer or manager of the Security Agent (subject to any requirement for a court order in the case of the removal of an administrative receiver).

14.2 Removal

The Security Agent may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Secured Assets of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of such Secured Assets) appoint a further or other Receiver or Receivers over all or any part of such Secured Assets.

14.3 Powers

Every Receiver shall have and be entitled to exercise all the powers:-

- 14.3.1 of the Security Agent under this Deed;
- 14.3.2 conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA (in each case as extended by this Deed);
- 14.3.3 in relation to, and to the extent applicable to, the Secured Assets or any of them, of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;
- 14.3.4 in relation to any Secured Assets, which he would have if he were its only beneficial owner; and
- 14.3.5 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

14.4 Receiver as agent

The Receiver shall be the agent of the relevant Chargor (which shall be solely liable for his acts, defaults, remuneration, losses and liabilities) unless and until such Chargor goes into liquidation, from which time he shall act as principal and shall not become the agent of the Security Agent.

14.5 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed.

14.6 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by the Security Agent and the maximum rate specified in section 109(6) of the LPA shall not apply.

15. **APPLICATION OF MONEYS**

15.1 **Application of moneys**

All sums received by virtue of this Deed and/or any other Transaction Security Documents by the Security Agent or any Receiver shall, subject to the payment of any claim having priority to this Deed, be paid or applied in the following order of priority:-

- 15.1.1 **first**, in or towards satisfaction pro rata of, or the provision pro rata for, all costs, charges and expenses incurred and payments made by the Security Agent as agent for the Secured Parties and/or as trustee in relation to the Transaction Security Documents, or by any Receiver (including legal expenses), together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full;
- 15.1.2 **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Security Agent or any Receiver;
- 15.1.3 **thirdly**, in or towards payment of the Secured Liabilities in accordance with the Intercreditor Agreement;
- 15.1.4 **fourthly**, in the payment of the surplus (if any), to the Chargor concerned or any other person entitled to it,

and section 109(8) of the LPA shall not apply to this Deed.

16. **POWER OF ATTORNEY**

16.1 **Appointment**

Upon the occurrence of a Declared Default, each Chargor irrevocably and by way of security appoints:-

- 16.1.1 the Security Agent (whether or not a Receiver has been appointed);
- 16.1.2 any delegate or sub delegate of, or other person nominated in writing by, an officer of the Security Agent; and
- 16.1.3 (as a separate appointment) each Receiver,

severally as such Chargor's attorney and attorneys with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of such Chargor, which such Chargor could be required to do or execute under any provision of this Deed, or which the Security Agent in its sole opinion may consider necessary or desirable for perfecting its title to any of the Secured Assets or enabling the Security Agent or the Receiver to exercise any of its rights or powers under this Deed.

16.2 **Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 16.1 (*Appointment*) does or purports to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 16.1 (*Appointment*) (excluding any actions of gross negligence or wilful misconduct).

17. CONSOLIDATION

17.1 Combination of accounts

In addition to any general lien, right to combine accounts, right of set-off or other right which it may at any time have, the Security Agent and each other Secured Party may, following the occurrence of a Declared Default, without notice to the Chargor, combine or consolidate all or any accounts which it then has in relation to such Chargor (in whatever name) and any Secured Liabilities owed by such Chargor to the Security Agent or such other Secured Party, and/or set-off or transfer any amounts standing to the credit of one or more accounts of such Chargor in or towards satisfaction of any Secured Liabilities owed it on any other account or otherwise.

17.2 Application

The Security Agent's and each other Secured Party's rights under Clause 17.1 (*Combination of accounts*) apply:-

- 17.2.1 whether or not any demand has been made under this Deed, or any liability concerned has fallen due for payment;
- 17.2.2 whether or not any credit balance is immediately available or subject to any restriction;
- 17.2.3 irrespective of the currencies in which any balance or liability is denominated, and the Security Agent and the relevant other Secured Party may for the purpose of exercising its right elect to convert any sum or liability in one currency into any other at its spot rate applying at or about 11.00am on the date of conversion; and
- 17.2.4 in respect of any Secured Liabilities owed by the relevant Chargor, whether owed solely or jointly, certainly or contingently, presently or in the future, as principal or surety, and howsoever arising.

18. PROTECTION OF THIRD PARTIES

18.1 Statutory powers

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon the Security Agent, as varied and extended by this Deed, and all other powers of the Security Agent, shall be deemed to arise (and the Secured Liabilities shall be deemed due and payable for that purpose) immediately after the execution of this Deed.

18.2 Purchasers

No purchaser or other person dealing with the Security Agent, any person to whom it has delegated any of its powers, or the Receiver shall be concerned:-

- 18.2.1 to enquire whether any of the powers which the Security Agent or a Receiver have exercised has arisen or become exercisable;
- 18.2.2 to enquire whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act;
- 18.2.3 as to the propriety or validity of the exercise of those powers; or
- 18.2.4 with the application of any moneys paid to the Security Agent, any Receiver or to any other person,

and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

18.3 Receipts

All the protection to purchasers contained in sections 104 and 107 of the LPA, section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any other Secured Party or any person to whom any of them have delegated any of their powers.

19. PROTECTION OF THE SECURED PARTIES

19.1 No liability

19.1.1 No Secured Party or any of their respective officers, employees or delegates shall be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Deed.

19.1.2 Notwithstanding clause 19.1.1 above, each Secured Party or any of their respective officers, employees or delegates shall be liable or responsible to a Chargor for any loss or liability arising from its own gross negligence or wilful misconduct.

19.2 Not mortgagee in possession

Without prejudice to any other provision of this Deed, entry into possession of any Secured Assets shall not render a Secured Party or any of their respective officers or employees liable:-

19.2.1 to account as mortgagee in possession;

19.2.2 for any loss on realisation; or

19.2.3 for any default or omission for which a mortgagee in possession might be liable,

and if and whenever such Secured Party enters into possession of any Secured Assets it shall be entitled at any time it or he thinks fit to relinquish possession.

19.3 Indemnity

Each Chargor shall indemnify and keep indemnified each Secured Party and their respective officers, employees and delegates, against all claims, costs, expenses and liabilities incurred by them in respect of all or any of the following:-

19.3.1 any act or omission by any of them in relation to all or any of the Secured Assets;

19.3.2 any payment relating to or in respect of all or any of the Secured Assets which is made at any time by any of them;

19.3.3 any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed;

19.3.4 exercising or purporting to exercise or failing to exercise any of the rights, powers and discretions conferred on them or permitted under this Deed; and

19.3.5 any breach by the relevant Chargor of any of its covenants or other obligations to the Security Agent or any other Secured Party,

except in the case of gross negligence or wilful misconduct on the part of the relevant Secured Party.

19.4 Interest

Each Chargor shall pay interest at the Default Rate on the sums payable under this Clause 19 (*Protection of the Secured Parties*) from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

19.5 Indemnity out of the Secured Assets

Each Secured Party and their respective officers, employees and delegates shall be entitled to be indemnified out of the Secured Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 19.3 (*Indemnity*).

19.6 Liability of Chargors related to Secured Assets

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Secured Assets. No Secured Party is under any obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

19.7 Continuing protection

The provisions of this Clause 19 (*Protection of the Secured Parties*) shall continue in full force and effect notwithstanding any partial release or discharge of this Deed or the discharge of any Receiver from office.

20. PROVISIONS RELATING TO THE SECURITY AGENT

20.1 Powers and discretions

The rights, powers and discretions given to the Security Agent in this Deed:-

20.1.1 may be exercised as often as, and in such manner as, the Security Agent thinks fit;

20.1.2 are cumulative, and are not exclusive of any of its rights under the general law; and

20.1.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

20.2 Certificates

A certificate by an officer of the Security Agent:-

20.2.1 as to any amount for the time being due to the Secured Parties or any of them; or

20.2.2 as to any sums payable to the Security Agent under this Deed,

shall (save in the case of manifest error) be conclusive and binding upon the Chargors for all purposes.

20.3 Trusts

The perpetuity period for any other trust constituted by this Deed shall be 125 years.

20.4 Provisions of the Intercreditor Agreement

20.4.1 This Deed is subject to the terms of the Intercreditor Agreement.

20.4.2 The provisions of the Intercreditor Agreement shall apply to the Security Agent's rights and duties and the resignation of the Security Agent as if set out in this Deed.

21. PRESERVATION OF SECURITY

21.1 Continuing Security

21.1.1 The security constituted by this Deed shall operate as a continuing security and shall extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge of any of the Secured Liabilities or any other matter whatsoever.

21.1.2 In the event that the security constituted by this Deed ceases to be a continuing security for whatever reason then the Security Agent may at that time open or be deemed to have opened a new account or accounts and to credit all or any money arising from the enforcement of the security constituted by this Deed or receivable hereunder to such new account(s) and such events shall not operate to reduce the amount of the Secured Liabilities nor shall the liability of a Chargor be reduced or affected by any subsequent transactions, receipts or payments.

21.1.3 If the Security Agent receives notice of any subsequent Security, or other interest, affecting all or part of the Charged Property, the Security Agent may open a new account for a Chargor in the Security Agent's books. Without prejudice to the Security Agent's right to combine accounts, no money paid to the credit of a Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

21.1.4 If the Security Agent does not open a new account immediately on receipt of notice under Clause 21.1.3 then, unless the Security Agent gives express written notice to the contrary to a Chargor, all payments made by a Chargor to the Security Agent shall be treated as having been credited to a new account of a Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Security Agent.

21.2 Additional Security

This Deed is without prejudice and in addition to, and shall not merge with, any other right, remedy or Security of any kind which the Security Agent or any other Secured Party may have now or at any time in the future for or in respect of any of the Secured Liabilities.

21.3 Waiver of Defences

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

- 21.3.1 any time, waiver or consent granted to, or composition with, any Obligor or other person;
- 21.3.2 the release of any Obligor or any other person under the terms of any composition or arrangement with any person;
- 21.3.3 the taking, variation, compromise, exchange, renewal, enforcement 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-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- 21.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
- 21.3.5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Secured Finance Document or any other document or Security;
- 21.3.6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Secured Finance Document or any other document; or
- 21.3.7 an insolvency, liquidation, administration or similar procedure.

21.4 Immediate recourse

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

21.5 Appropriations

During the Security Period the Security Agent and each Secured Party may:-

- 21.5.1 refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 15.1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the relevant Chargor shall not be entitled to the same; and
- 21.5.2 hold in an interest-bearing suspense account any moneys received from the relevant Chargor on or account of the Secured Liabilities.

21.6 New accounts

Notwithstanding any Permitted Transaction, if the Security Agent or any other Secured Party receives notice (whether actual or otherwise) of any subsequent Security over or affecting any of the Secured Assets or if a petition is presented or a resolution passed in relation to the winding up of a Chargor, the Security Agent and any other relevant Secured Party or Secured Parties may close the current account or accounts and/or open a new account or accounts for such Chargor. If the Security Agent or any other Secured Party does not open a new account or accounts immediately it shall nevertheless be treated as if it had done so at the time when the relevant event occurred, and as from that time all payments made by such Chargor to the Security

Agent or that Secured Party shall be credited or be treated as having been credited the new account or accounts and shall not operate to reduce the Secured Liabilities.

21.7 Tacking

For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 the Security Agent confirms on behalf of the Secured Parties that the Secured Parties shall make further advances to the Chargors on the terms and subject to the conditions of the Secured Finance Documents.

21.8 Deferral of Chargor's rights

During the Security Period and unless the Security Agent otherwise directs, no Chargor shall exercise any rights which it may have by reason of performance by its obligations under this Deed or the enforcement of the Security created by this Deed:-

- 21.8.1 to receive or claim payment from, or be indemnified by an Obligor;
- 21.8.2 to claim any contribution from any guarantor of, or provider of Security in respect of, any Obligor's obligations under the Secured Finance Documents;
- 21.8.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under any Secured Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Secured Finance Documents by any Secured Party;
- 21.8.4 to exercise any right of set-off against any Obligor; and/or
- 21.8.5 to claim or prove as a creditor of any Obligor in competition with any Secured Party.

22. RELEASE

22.1 Release

Upon the end of the Security Period, the Security Agent shall, or shall procure that its appointees will, at the request and cost (such cost to be reasonable) of the Chargors:-

- 22.1.1 irrevocably and unconditionally release the Secured Assets from this Deed; and
- 22.1.2 re-assign the Secured Assets that has been assigned to the Security Agent under this Deed.

22.2 Reinstatement

If the Security Agent considers that any amount paid or credited to any Secured Party under any Secured Finance Document (whether in respect of the obligations of any Obligor or any Security for those obligations or otherwise) is capable of being avoided, reduced or otherwise set aside:-

- 22.2.1 that amount shall not be considered to have been paid for the purposes of determining whether the Secured Liabilities have been irrevocably and unconditionally paid and discharged; and
- 22.2.2 the liability of the relevant Chargor and the Security created by this Deed shall continue as if that amount had not been paid or credited.

22.3 Consolidation

Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Deed.

23. MISCELLANEOUS PROVISIONS

23.1 Severability

If any provision of this Deed is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:-

23.1.1 the validity or enforceability of any other provision, in any jurisdiction; or

23.1.2 the validity or enforceability of that particular provision, in any other jurisdiction.

23.2 Joint and separate liability

Unless the context otherwise requires, all covenants, agreements, representations and warranties on the part of the Chargors contained in this Deed are given by them jointly and separately and shall be construed accordingly.

23.3 Counterparts

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

23.4 Deeds of Accession

23.4.1 The Parent and each of the Chargors shall procure that each company which is required by the Secured Finance Documents to accede to this Deed shall, within the timeframe allotted by the Secured Finance Documents, execute and deliver a Deed of Accession.

23.4.2 Each of the Parties agrees that:

- (a) each Deed of Accession shall be supplemental to this Deed and be binding on and enure to the benefit of all the parties to this Deed;
- (b) the execution of any Deed of Accession will not prejudice or affect the Security granted by each other Chargor under (and the covenants given by each of them in) this Deed or any previous Deed of Accession and that this Deed shall remain in full force and effect as supplemented by any such Deed of Accession; and
- (c) the property and assets mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to any Deed of Accession shall form part of the Secured Assets and references in this Deed to the Security created by or pursuant to the Deed will be deemed to include the Security created by or pursuant to any Deed of Accession.

23.4.3 Delivery of a Deed of Accession constitutes confirmation by the New Chargor (as such term is defined in the relevant Deed of Accession) that the Repeating Representations are true and correct to the extent applicable to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

24. **GOVERNING LAW**

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

25. **ENFORCEMENT**

25.1 **Jurisdiction of English Courts**

25.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").

25.1.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no such party will argue to the contrary.

25.1.3 This Clause 25.1 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

EXECUTED AND DELIVERED AS A DEED on the date set out at the beginning of this Deed.

Schedule 1**THE CHARGORS**

Company name	No	Address for service
Kildale Parentco Limited	10986864	80 Victoria Street, London, United Kingdom, SW1E 5JL
Kildale Bidco Limited	10986970	80 Victoria Street, London, United Kingdom, SW1E 5JL
Ingleby (1951) Limited	08973412	The Victory Offices, 112 Victory Road, Blackpool, FY1 3NW
Ingleby (1952) Limited	08973489	The Victory Offices, 112 Victory Road, Blackpool, FY1 3NW
Apis Limited	07395287	The Victory Offices, 112 Victory Road, Blackpool, FY1 3NW
Melli Limited	07395312	The Victory Offices, 112 Victory Road, Blackpool, FY1 3NW
Amber Taverns Limited	05335601	The Victory Offices, 112 Victory Road, Blackpool, FY1 3NW

Schedule 2

DETAILS OF LAND

No.	Pub and Town	Property Description	Title Number	Owner
1	Phoenix Tap - Whitley Bay	Last Orders, Hillheads Road, Whitley Bay (NE25 8HS)	TY168744	Amber Taverns Limited
2	Last Orders Sunderland - Sunderland	Shipwrights Arms, Rotherfield Road, Sunderland (SR5 5DE)	TY374605	Amber Taverns Limited
3	Last Orders Middlesbrough - Middlesbrough	The Bedroom, Zetland Road, Middlesbrough, TS1 1EH and Land lying to the south of Zetland Road, Middlesbrough	CE183996 CE104875	Amber Taverns Limited
4	Anchor - Wallsend	166 High Street West, Wallsend (NE28 8HZ)	TY236455	Amber Taverns Limited
5	Mowbray - Failsworth	330 Oldham Road, Failsworth, Manchester (M35 0EN)	MAN25484	Amber Taverns Limited
6	Bears Paw - Preston	12 Bar, 40-41 Church Street, Preston (PR1 3DH)	LA270682	Amber Taverns Limited
7	Talbot – Stoke – on -Trent	Land adjoining 117 Church Street, Stoke-on-Trent (ST4 1DB)	SF443852	Amber Taverns Limited
8	Wellfield - Plungington	187 Adelphi Street, Preston (PR1 7BH)	LA375564	Amber Taverns Limited
9	Last Orders Longton - Longton	The Prince of Wales Public House, 172 Anchor Road, Stoke-on-Trent (ST3 5EF)	SF283773	Amber Taverns Limited
10	Spring Cottage - Ilkeston	1 Fullwood Street, Ilkeston (DE7 8AZ)	DY306737	Amber Taverns Limited
11	Welcome Inn Oldham - Hollingwood	The Sett, Hollins Road, Oldham (OL8 3SY)	GM599590	Amber Taverns Limited
12	Forresters - Smallthorne	The Foresters Arms, 17 Ford Green Road, Stoke-On-Trent (ST6 1NT)	SF355254	Amber Taverns Limited
13	Kings Heywood - Haywood	The Kings Arms 9 Market Place, Heywood (OL10 4NL)	MAN110127	Amber Taverns Limited
14	Roebuck - Middleton	18 Middleton Gardens, Middleton (M24 4DF)	MAN107325	Amber Taverns Limited
15	Last Orders - Swinton	Roscoe's (The Forresters Arms), 377 Chorley Road, Swinton (M27 6AY)	GM946032	Amber Taverns Limited

16	Freemasons - Franworth	Freemasons Arms and 72 and 74 Market Street, Farnworth, Bolton, (BL4 7NY)	LA105427	Amber Taverns Limited
17	Last Orders - Macclesfield	Ivy House, 116-118 Park Lane, Macclesfield (SK11 6UA)	CH358532	Amber Taverns Limited
18	Cock - Darwen	210 Duckworth Street, Darwen (BB3 1PX) and Land at the back of 210 Duckworth Street, Darwen (BB3 1PX)	LA697670 LA934273	Amber Taverns Limited
19	Broadway - Accrington	The Broadway Hotel, Whalley Road, Accrington (BB5 1AR)	LA710248	Amber Taverns Limited
20	Last Orders – South Shields	The Colliery Public House, 3 Stanley Street, South Shields	TY374169	Amber Taverns Limited
21	Cross Foxes – Wrexham	The Foxhound Public House, 15 Abbot Street, Wrexham (LL11 1TA)	CYM2000	Amber Taverns Limited
22	Victory - Blackpool	The Victory Hotel, Caunce Street, Blackpool (FY1 3NG)	LA767233	Amber Taverns Limited
23	Kings -Fleetwood	Kings Arms, 105 to 111 (odd) Lord Street, Fleetwood (FY7 6LB)	LA883817	Amber Taverns Limited
24	Golden Lion – Ashton in Makerfield	The Golden Lion, 40 Gerard Street, Ashton In Makerfield, Wigan (WN4 9AE)	GM865433	Amber Taverns Limited
25	Old Bank - Oldham	50 Yorkshire Street, Oldham (OL1 1SN)	LA49798	Amber Taverns Limited
26	Royal Oak - Radcliffe	Land on the north side of Water Street, Radcliffe and 28 Water Street, Radcliffe, Manchester (M26 4TW)	GM776284 LA130453	Amber Taverns Limited
27	Royal Runcorn - Runcorn	The Royal Hotel, High Street, Runcorn (WA7 1AU)	CH391880	Amber Taverns Limited
28	Wheatsheaf - Northwich	Wheatsheaf Inn, High Street, Weaverham, Northwich (CW8 3EX)	CH398104	Amber Taverns Limited
29	Royal Oak – Prescot	The Royal Oak Public House, 64 Warrington Road, Prescot (L34 5RE)	MS375833	Amber Taverns Limited
30	Royal - Morley	4 Station Road, Morley, Leeds (LS27 8JW) and 2 Station Road, Morley, Leeds (LS27 8JW)	WYK450123 WYK491665	Amber Taverns Limited
31	Malbank - Nantwich	The Malbank Hotel, 14 Beam Street, Nantwich (CW5 5LL)	CH137232	Amber Taverns Limited

32	Butchers - Oswestry	Last Orders (The Butchers Arms), Willow Street, Oswestry (SY11 1JL)	SL73895	Amber Taverns Limited
33	Wheatsheaf – Ashton in Ribble	50 Water Lane, Preston (PR2 2NL)	LA504438	Amber Taverns Limited
34	Pump & Truncheon – Bamber Bridge	land and buildings on the east side of Station Road, Bamber Bridge, Preston	LA800985	Amber Taverns Limited
35	Black Horse - Croston	Black Horse Hotel, Westhead Road, Croston (PR26 9RQ)	LA552077	Amber Taverns Limited
36	Skenning Bobs - Tyldesley	Skenners, 166 Elliott Street, Tyldesley, Manchester (M29 8DS)	GM686557	Amber Taverns Limited
37	Sandyforth Arms – Thornton	Last Orders, Trunnah Road, Thornton-Cleveleys (FY5 4HF)	LA594719	Amber Taverns Limited
38	Nags Eccles - Eccles	Finn McCouls, 39-41 Church Street, Eccles (M30 0BJ)	GM820065	Amber Taverns Limited
39	Big Window – Burnley	J J Murphys, Manchester Road, Burnley (BB11 1HG)	LA883798	Amber Taverns Limited
40	Sun - Audenshaw	210 Guide Lane, Audenshaw, Manchester (M34 5EE) and 216 and 220 Guide Lane, Audenshaw (M34 5EE)	LA187858 LA212480	Amber Taverns Limited
41	Saggermakers - Burslem	The Sagger Makers Bottom Kocker, 31-33 Market Place, Stoke-on-Trent (ST6 3AG)	SF303586	Amber Taverns Limited
42	Derby Arms - Widness	Derby Arms, Widnes Road, Widnes (WA8 6BL)	CH459763	Amber Taverns Limited
43	Stockton - Redcar	Ye Olde Bookmaker, 122 High Street, Redcar (TS10 3DH)	CE173083	Amber Taverns Limited
44	Last Orders Blyth - Blyth	42 Regent Street, Blyth (NE24 1LS)	ND122525	Amber Taverns Limited
45	Queens - Blackpool	271 Talbot Road, Blackpool (FY3 7AZ)	LA883319	Amber Taverns Limited
46	Ardwick - Blackpool	The Ardwick, 32 Foxhall Road (FY1 5AD)	LA884819	Amber Taverns Limited
47	Bridges - Warrington	115 Bridge Street, Warrington (WA1 2HR)	CH412422	Amber Taverns Limited
48	Middle Inn - Washington	The Forresters Arms, 10 Speculation Place, Washington (NE37 2AL)	TY355287	Amber Taverns Limited
49	Blackburn Times –Blackburn	76 and 78 Northgate, Blackburn, (BB2 1AA)	LA622473	Amber Taverns Limited

50	Berkeley - Wigan	Berkeley Square 27-29 Wallgate, Wigan (WN1 1LD)	GM885920	Amber Taverns Limited
51	Byron – Mansfield	2 Market Street, Mansfield (NG18 1JQ)	NT280814	Amber Taverns Limited
52	Bodfor – Rhyl	13-15 Bodfor Street, Rhyl (LL18 1AS)	CYM460194	Amber Taverns Limited
53	Castle and Anchor	The Castle & Anchor,, 2 Church Road, Stockton-On-Tees (TS18 1TY)	CE149138	Amber Taverns Limited
54	Lord Stamford – Stock - on -Tees	The Stop And Rest Public House, 2 Kenworthy Street, Stalybridge (SK15 2DX)	GM633157	Amber Taverns Limited
55	Kings Arms Barrow – Barrow – in – Furness	Kings Arms, Dalton Road, Barrow-In-Furness (LA14 1HY)	CU176349	Amber Taverns Limited
56	Duke of Lancaster - Clone	The Shepherds Arms, 5 Church Street, Colne (BB8 0EB)	LA831017	Amber Taverns Limited
57	County - Rotherham	County Borough Hotel, Bridgegate, Rotherham (S60 1PL)	SYK410398	Amber Taverns Limited
58	Wellington - Southport	22 Eastbank Street, Southport (PR8 1DT)	MS438044	Amber Taverns Limited
59	Billy Wright - Wolverhampton	9 Princess Street, Wolverhampton (WV1 1HW)	SF49573	Amber Taverns Limited
60	Penny Bank – Scunthorpe	160 High Street, Scunthorpe (DN15 6EN)	HS57779	Amber Taverns Limited
61	Pig Iron – Middlesbrough	37 Corporation Road, Middlesbrough (TS1 1LT)	TES31231	Amber Taverns Limited
62	Chennells - Barnsley	2-4 Pitt Street, Barnsley (S70 1AW)	SYK450661	Amber Taverns Limited
63	Raven - Wellington	The Raven Public House, Walker Street, Wellington, Telford (TF1 1BD)	SL112469	Amber Taverns Limited
64	Green Dragon – Pontefract	4 Cornmarket, Pontefract (WF8 1BJ)	WYK687426	Amber Taverns Limited
65	The Swinging Witch – Northwich	Old Crown, Crown Street, Northwich (CW9 5AX)	CH443444	Amber Taverns Limited
66	George & Dragon - Leigh	7 King Street, Leigh (WN7 4LP)	GM855512	Amber Taverns Limited
67	G W Horners – Chester Le Street	G W Horners, Front Street, Chester-le-Street (DH3 3BE)	DU112740	Amber Taverns Limited
68	Saddle -Horwich	55 Lee Lane, Horwich, Bolton (BL6 7AX)	GM702259	Amber Taverns Limited

69	Bow Legged with Brass - Halifax	Pitchers, 21 George Street, Halifax (HX1 1HA)	WYK692292	Amber Taverns Limited
70	Station Hotel - Nelson	Station Hotel, Hibson Road, Nelson (BB9 9SB)	LA727968	Amber Taverns Limited
71	Library Tap - Bingley	Old Library Wine Bar, Main Street, Bingley (BD16 2HT) and Old Library Wine Bar, Main Street, Bingley (BD16 2HT)	WYK275190 WYK316293	Amber Taverns Limited
72	Queens - Leyland	1 Golden Hill Lane, Leyland (PR25 3NP)	LA846653	Amber Taverns Limited
73	Pearsons - Chorley	Land on the north side of West Street, Chorley and The Leasehold land shown edged with red on the plan.	LAN133974 LA806234	Amber Taverns Limited
74	Bull - Morecambe	Ma Murphys Irish Pub, 17 Lines Street, Morecambe (LA4 5ES) and land and buildings lying to the south east of Lines Street, Morecambe	LA775658 LA799134	Amber Taverns Limited
75	Black Bull – Doncaster	The Black Bull, Market Place, Doncaster (DN1 1LQ)	SYK389621	Amber Taverns Limited
76	Tap & Tanner - Walsall	27 Darwall Street, Walsall (WS1 1DA)	WM597728	Amber Taverns Limited
77	Auctioneer - Hanley	2-6 Percy Street, Stoke-On-Trent (ST1 1NE)	SF381077	Amber Taverns Limited
78	Windmill's End – Blackheath	Ashley Hotel, 393 Long Lane, Rowley Regis (B65 0JE)	WM896900	Amber Taverns Limited
79	Market Tavern – St Helens	Market Place, 26-28 Bridge Street, St Helens (WA10 1NW)	MS436906	Amber Taverns Limited
80	Unicorn - Worksop	37 Bridge Street, Worksop (S80 1DA)	NT369902	Amber Taverns Limited
81	Carters Well – Low Fell	508-514 Durham Road, Gateshead (NE9 6HU)	TY358735	Amber Taverns Limited
82	Bluebell – Chesterfield	The Blue Bell Inn, 24 and 26 Cavendish Street, Chesterfield (S40 1UY)	DY90082	Amber Taverns Limited
83	Ebenezer Morley - Hull	12-14 Anlaby Road, Hull (HU1 2PA)	HS373223	Amber Taverns Limited
84	Caledonian - Carlisle	17 Botchergate, Carlisle (CA1 1QP)	CU166351	Amber Taverns Limited

85	Micklegate - York	127a Micklegate, York (YO1 6LB)	NYK140971	Amber Taverns Limited
86	Dean & Chapter - Ferryhill	The Black Bull, 2 Main Street, Ferryhill (DL17 8LA)	DU236261	Amber Taverns Limited
87	White Horse - Sedgley	White Horse Inn, Dudley Street, Sedgley, Dudley (DY3 1SA)	WM905642	Amber Taverns Limited
88	Tap & Clapper - Loughborough	6 The Rushes, Loughborough (LE11 5BE)	LT238233	Amber Taverns Limited
89	Oxford – Long Eaton	22 Market Place, Long Eaton, Nottingham (NG10 1LT)	DY271339	Amber Taverns Limited
90	George & Dragon - Cheadle	1 High Street, Cheadle (SK8 1AX)	GM852671 MAN72018	Amber Taverns Limited
91	Hogarth's - Bolton	Varsity, 37-41 Churchgate, Bolton (BL1 1HU)	GM765812	Amber Taverns Limited
92	Vesta Tilley's - Sunderland	The Black Bull, 309 High Street West, Sunderland (SR1 3ET)	TY4 29869	Amber Taverns Limited
93	Dr M'Gonicles Emporium – Stock on Trees	Horners Public House, 97 High Street, Stockton-On-Tees (TS18 1BD)	CE125883	Amber Taverns Limited
94	Hogarth's - Preston	140-140a 9 Church Street, Preston (PR1 3BU) and 140-140a Church Street, Preston (PR1 3BU)	LA749827 LA787576	Amber Taverns Limited
95	Hogarth's - Wakefield	61-63 Westgate, Wakefield (WF1 1BW)	WYK673455	Amber Taverns Limited
96	Metropole - Gateshead	The Metropole, High Street, Gateshead (NE8 1EL)	TY363904	Amber Taverns Limited
97	Hogarth's - Ilkeston	The Charter, South Street, Ilkeston (DE7 5QT)	DY368143	Amber Taverns Limited
98	Black Swan - Rugby	The Black Swan, 2-5 Chapel Street, Rugby (CV21 3EB)	WK477897	Amber Taverns Limited
99	King of Prussia - heanor	4 Market Place, Heanor (DE75 7AA)	DY425085	Amber Taverns Limited
100	Saracens Head - Dudley	18 Stone Street, Dudley (DY1 1NJ)	WM823826	Amber Taverns Limited
101	Black Swan - Leek	The Black Swan, 12 Sheepmarket, Leek (ST13 5HW)	SF505039	Amber Taverns Limited
102	Hogarth's - South Shields	14 Mile End Road, South Shields (NE33 1TA)	TY15391	Amber Taverns Limited
103	Hogarth - Leiceser	The Park, 5-9 Hotel Street, Leicester (LE1 5AT)	LT233352	Amber Taverns Limited

104	Whistle Blower- Consett	Coach & Horses, Front Street, Consett (DH8 5AB)	DU236265	Amber Taverns Limited
105	Plough & Harrow - Hucknall	Plough & Harrow Inn, High Street, Hucknall, Nottingham (NG15 7HJ)	NT443843	Amber Taverns Limited
106	Hogarths - Swansea	2-3 St Mary Street, Swansea (SA1 3LH) and Land to the rear of 2-3 St.Mary's Street, Swansea	CYM49021 CYM59421	Amber Taverns Limited
107	Lion - Sandbach	Lion Hotel, 17 High Street, Sandbach (CW11 0AH)	CH472004	Amber Taverns Limited
108	Pheonix Tap – Maryport	The Broom Vaults Public House, 66 High Street, Maryport (CA15 6BG)	CU129674	Amber Taverns Limited
109	Prince of Brewers – Burton-upon- Tren	152 High Street, Burton- on-Trent (DE14 1JE)	SF433023	Amber Taverns Limited
110	Gloucester - Wellinborough	19-25 Church Street, Wellingborough (NN8 4PF)	NN160153	Amber Taverns Limited
111	Hogarths - Hereford	The Hop Pole Hotel, Commercial Road, Hereford (HR1 2BP)	HE19774	Amber Taverns Limited
112	Atrium - Grantham	7 High Street, Grantham (NG31 6PN)	LL132762	Amber Taverns Limited
113	Reynards - Bury	30/32 Haymarket Street (BL9 0AY)	GM567780	Amber Taverns Limited
114	Hogarths - Newport	42/43 High Street, Newport (NP20 1GF) and 28 Cambrian Road, Newport (NP20 4AB)	CYM20152	Amber Taverns Limited
115	Bridge Inn - Spennymoor	Bridge Inn, High Street, Spennymoor (DL16 6AG)	DU202199	Amber Taverns Limited
116	Bulls Head - Congleton	Bulls Head Hotel, Mill Street, Congleton (CW12 1AB) and 6, 8, 10 Mill Street, Congleton	CH483024 CH422646	Amber Taverns Limited
117	Stitching Poney – kettering	Watercress Harry's, 7 Market Street, Kettering (NN16 0AH)	NN148954	Amber Taverns Limited
118	Cheese Hall - Crewe	15 Earle Street, Crewe (CW1 2BS)	CH343827	Amber Taverns Limited
119	The Doctors - Gloucester	61-63 Eastgate Street, Gloucester (GL1 1PN)	GR167822	Amber Taverns Limited
120	Stourbridge Lion - Stourbridge	77-78 High Street, Stourbridge (DY8 1DX)	WM657155	Amber Taverns Limited
121	The Iron Duke - Pontypool	130-131 Osborne Road, Pontypool (NP4 6LT)	CYM124683	Amber Taverns Limited

122	Harry Percy -Hull	386 Beverley Road, Hull (HU5 1LN)	HS287129	Amber Taverns Limited
123	Angle and Royal - Doncaster	The Old Angel, 22-28 Cleveland Street, Doncaster (DN1 3EF)	SYK372337	Amber Taverns Limited
124	Hogarths – Blackpool	22-28 Clifton Street, Blackpool (FY1 1JP)	LA501950	Amber Taverns Limited
125	Bute Arms - Aberdare	Bute Arms, Victoria Square, Aberdare (CF44 7LB)	WA651363	Amber Taverns Limited
126	Wheatsheaf - Atherton	48 Market Street, Atherton, Manchester (M46 0DG)	GM203659	Amber Taverns Limited
127	Pig Iron Tavern – Port Talbot	44-46 Station Road, Port Talbot (SA13 1JS)	WA140583	Amber Taverns Limited
128	Old Post Office - Byker	204-208 Shields Road, Newcastle Upon Tyne (NE6 1DU)	TY25304	Amber Taverns Limited
129	Hogarths - Newcastle - Under - Lyme	97 High Street, Newcastle (ST5 1PS)	SF441761	Amber Taverns Limited
130	Tubwell Tap - Darlington	3 and 4 Tubwell Row, Darlington	DU34778	Amber Taverns Limited
131	The Four Ladies - Cramlington	3 Church Street, Cramlington (NE23 6QQ)	ND41349	Amber Taverns Limited
132	Last Resort - Blackpool	19 Rawcliffe Street, Blackpool (FY4 1BY) and 46 Bond Street, Blackpool (FY4 1BW)	LA415025 LA636166	Amber Taverns Limited
133	Hogarths - Tamworth	19 Lower Gungate, Tamworth (B79 7AT)	SF344962	Amber Taverns Limited
134	The Constitution - Neath	11 Orchard Street, Neath (SA11 1DT)	CYM576812	Amber Taverns Limited
135	The Engineers Arms - Coalville	The Engineers Arms, 61 Belvoir Road, Coalville (LE67 3PD)	LT242267	Amber Taverns Limited
136	Thomas Telford - Ellesmere	65, 67, 67a and 69 Whitby Road, Ellesmere Port (CH65 8AB)	CH233078	Amber Taverns Limited
137	Hogarths - Lancaster	Varsity, 9 George Street, Lancaster (LA1 1XQ)	LA710225	Amber Taverns Limited
138	Dudley	Land on the east side of Dean Street, Dudley	WM64658	Amber Taverns Limited

Schedule 3

DETAILS OF SHARES

Name of Company	Description and Number of Shares	Name of Shareholder
Kildale Bidco Limited	1 ordinary share of £1	Kildale Parentco Limited
Ingleby (1951) Limited	4,740,000 deferred shares of £1 16,260,002 A shares of £1 1,953,500 B shares of £0.01 588,550 C shares of £0.10	Kildale Bidco Limited
Ingleby (1952) Limited	1002 ordinary shares of £1	Ingleby (1951) Limited
Apis Limited	675,079 ordinary shares of £1 1,712,500 ordinary A shares of £1 1400000 ordinary B shares of £0.01	Ingleby (1952) Limited
Melli Limited	3,112,500 ordinary shares of £1	Apis Limited
Amber Taverns Limited	6,468,596 ordinary shares of £0.5	Melli Limited

Schedule 4

DETAILS OF ASSIGNED INSURANCES

Chargor	Policy Provider	Policy Number
Amber Taverns Limited	AIG Europe Limited	0042705218
Amber Taverns Limited	ASPEN Risk Management Limited	UKA8VT3170PH
Amber Taverns Limited	Axa Insurance UK plc	LS COM 6776718
Amber Taverns Limited	Policy Excess Limited	FE206971
Amber Taverns Limited	Policy Excess Limited	FE206980
Amber Taverns Limited	Policy Excess Limited	FE206974
Amber Taverns Limited	Policy Excess Limited	FE206979
Ingleby (1951) Limited	Chubb European Group Limited	Elite Plus SME_3 (policy form reference)

Schedule 5

DETAILS OF ASSIGNED ACCOUNTS

Name of Chargor	Name of bank or financial institution	Account name	Account number	Sort code	Blocked / Unblocked
Amber Taverns Limited	HSBC	Current Account			Unblocked
Amber Taverns Limited	Santander	Amber Taverns Ltd (PDQ Deposit Account)			Unblocked
Amber Taverns Limited	Santander	Amber Taverns Ltd (Cash Deposit Account)			Unblocked
Ingleby (1951) Limited	HSBC	Ingleby 1951 Limited			Unblocked
Ingleby (1952) Limited	HSBC	Current Account			Unblocked
Kildale Bidco Limited	HSBC	Holding Account			Blocked
Kildale Bidco Limited	HSBC	Mandatory Prepayment Account			Blocked
Kildale Bidco Limited	HSBC	Cure Account			Blocked
Kildale Bidco Limited	HSBC	Business Account			Unblocked

Schedule 6

DETAILS OF OPERATOR AGREEMENTS

Premises	Date of Agreement	Parties
Last Orders Hillshead Road Whitley Bay, NE25 8HS (Last Orders Whitley Bay)	15/07/2013	(1) Amber Taverns Ltd (2) Robbo7 Ltd (3) Lee Robinson
Prince of Wales 4-6 Lawton Street Congleton, CW12 1RP (Phoenix Tap)	28/05/2013	(1) Amber Taverns Ltd (2) Summers Enterprises Limited (3) Joanne Summers
Last Orders Rotherfield Road Sunderland, SR5 5DE (Last Orders Sunderland)	30/08/2010	(1) Amber Taverns Ltd (2) Mavray Limited (3) Christine Devlin
Last Orders Zetland Road Middlesbrough, TS1 1EH (Last Orders Middlesbrough)	29/01/2013	(1) Amber Taverns Ltd (2) TW Pub Management Ltd (3) Scott Llewlyn
Last Orders 166 High Street West Wallsend, NE28 8HZ (Last Orders Wallsend)	06/08/14	(1) Amber Taverns Ltd (2) Wallsend Hospitality Limited (3) Julie Wrightson
The Mowbray 330 Oldham Road Failsworth Manchester, M35 0EN (The Mowbray)	31/05/17	(1) Amber Taverns Ltd (2) Sonya Bean Ltd (3) Sonya Bean
Last Orders 42 Church Street Preston, PR1 3DH (Bears Paw)	26/06/17	(1) Amber Taverns Ltd (2) Dirty Dens Taverns Ltd (3) Jordan Higham
The Talbot 119 Church Street Stoke on Trent, ST4 1DB (The Talbot)	28/03/17	(1) Amber Taverns Ltd (2) BAF Pub Company Ltd (3) Richard Smith
Wellfield 187 Adelphi Street Plungington, Preston, PR1 7BH (Wellfield)	10/09/15	(1) Amber Taverns Ltd (2) O'Connor Enterprises Ltd (3) Sharon O'Connor
Last Orders 172 Anchor Road Longton, Stoke, ST3 5EF (Last Orders Longton)	01/11/16	(1) Amber Taverns Ltd (2) J McGraw Limited (3) Jake McGraw
Spring Cottage 1 Fullwood Street	18/08/15	(1) Amber Taverns Ltd (2) KW Bar Services Limited

Ilkeston, DE7 8AZ (Spring Cottage)		(3) Kerry Whitton
Welcome Inn 741-743 Hollins Road Hollingwood, Oldham, OL8 3SY (Welcome Inn Oldham)	10/02/2014	(1) Amber Taverns Ltd (2) Trujon Ltd (3) Trudy Louise Perrie
The Forresters Ford Green Road Smallthorne, ST6 1NT (Forresters)	07/04/16	(1) Amber Taverns Ltd (2) M and T Mark (3) Grocott Green
The Kings 11 Market Place Heywood, Rochdale, OL10 1LA (The Kings Heywood)	07/07/14	(1) Amber Taverns Ltd (2) Richmark Ltd (3) Richard Killgallen
The Roebuck 18 Middleton Gardens Middleton, Manchester, M24 4DF (The Roebuck)	26/02/15	(1) Amber Taverns Ltd (2) Gregorys Leisure Limited (3) Dot Green
Last Orders Swinton 377 Chorley Road Swinton, Manchester, M27 6AY (Last Orders Swinton)	20/01/16	(1) Amber Taverns Ltd (2) KC & DC Limited (3) Karen Carlisle
Welcome Inn Farnworth 72 Market Street Farnworth, Bolton, BL4 7NY (Welcome Inn Farnworth)	16/05/16	(1) Amber Taverns Ltd (2) J. N. J. Evans Ltd (3) Nicola Evans
Last Orders 118 Park Lane Macclesfield, SK11 6UA (Last Orders Macclesfield)	08/05/17	(1) Amber Taverns Ltd (2) DPL Taverns Limited (3) Darren Leary
The Cock 210 Duckworth Street Darwen, BB3 1PX (The Cock)	12/04/16	(1) Amber Taverns Ltd (2) TCC Enterprise Ltd (3) Tracy Dixon
The Broadway 1 Burnley Road Accrington, BB5 1AR (The Broadway)	12/07/13	(1) Amber Taverns Ltd (2) Chadco Ltd (3) Kevin Chadwick
Last Orders 1 Stanley Street South Shields, NE34 0AT (Last Orders South Shields)	09/02/15	(1) Amber Taverns Ltd (2) John Bull Leisure Ltd (3) Peter Foreman
Cross Foxes Abbot Street Wrexham, LL1 1TA	02/10/17	(1) Amber Taverns Ltd (2) Kan Bar Solutions Ltd (3) Nigel Lanham & Katie Woolrich

(Cross Foxes)		
The Victory 105 Caunce Street Blackpool, FY1 3NE	05/01/17	(1) Amber Taverns Ltd (2) Julie Mark Ltd (3) Julie Kelly
(The Victory)		
Kings Arms Lord Street Fleetwood, FY7 6LB	2/08/2013	(1) Amber Taverns Ltd (2) G V Leisure Ltd (3) Gordon & Yvonne Gibson
(The Kings Fleetwood)		
The Golden Lion 40 Gerard Street Ashton-In-Makerfield, Wigan, WN4 9AE	05/10/16	(1) Amber Taverns Ltd (2) SMCG2014 Limited (3) Shirley McGuinness
(The Golden Lion)		
The Old Bank 50 Yorkshire Street Oldham, OL1 1SN	11/06/15	(1) Amber Taverns Ltd (2) Tramar Leisure Limited (3) Tracey Dobson
(The Old Bank)		
Royal Oak Radcliffe Water Street Radcliffe, M26 4TW	19/05/09	(1) Amber Taverns Ltd (2) Hillsent Limited (3) Steve Hill
(Royal Oak Radcliffe)		
The Royal Runcorn 1 High Street Runcorn, WA7 1AU	10/05/2009	(1) Amber Taverns Ltd (2) SGL Enterprises Ltd (3) Mark Dunn
(The Royal Runcorn)		
Wheatsheaf High Street Weaverham, CW8 3EX	28/10/2013	(1) Amber Taverns Ltd (2) Wheatsheaf Sports Pub Limited (3) Terry Philips
(WheatsheafWeaverham)		
Royal Oak 64 Warrington Road Prescot, L34 5RE	29/01/2013	(1) Amber Taverns Ltd (2) Oak (Prescot) Ltd (3) Simon Ball
(Royal Oak Prescot)		
The Royal 2 Station Road Morley, LS27 8JW	03/07/14	(1) Amber Taverns Ltd (2) Fawcett Leisure Limited (3) Rebecca Fawcett
(The Royal Morley)		
Malbank 14 Beam Street Nantwich, CW5 5LL	20/01/16	(1) Amber Taverns Ltd (2) Pittwood Management Services Ltd (3) Michael Woodbridge
(Malbank)		
Butchers Willow Street Oswestry, SY11 1JL	8/12/2009	(1) Amber Taverns Ltd (2) Butchers Arms Oswestry Ltd (3) Barbara Jones
(Butchers)		
The Wheatsheaf 50 Water Lane Ashton On Ribble	8/04/2013	(1) Amber Taverns Ltd (2) Wheatsheaf Water Lane Limited

Preston, PR2 2NL (Wheatsheaf Ashton)		(3) Brian & Elizabeth Luxton
Pump & Truncheon Station Road Bamber Bridge, Preston (Pump & Truncheon Bamber Bridge)	18/10/17	(1) Amber Taverns Ltd (2) Gallon of Ale Limited (3) Tracie Dixon
Black Horse Westhead Road Croston Leyland, Preston, PR26 9RQ (Black Horse)	3/08/2009	(1) Amber Taverns Ltd (2) Pollambers Ltd (3) Andrew Edmunson
Skenning Bobs 166 Elliot Street Tyldesley, M29 8DS (Skenning Bobs)	29/07/2013	(1) Ambers Tavern Ltd (2) Capricorn Nites Limited (3) Anthony Smith
Sandyforth Arms Trunnah Road Thornton-Cleveleys, FY5 4HF (Sandyforth Arms)	21/06/16	(1) Ambers Tavern Ltd (2) HMA Devonshire Limited (3) Neil Davies
The Nags Eccles, 39 - 41 Church Street, Eccles, M30 0BJ (The Nags Eccles)	18/07/16	(1) Ambers Tavern Ltd (2) Davies61 Limited (3) Adam John Davies
The Big Window 13-17 Manchester Road Burnley, BB11 1HG (The Big Window)	26/11/16	(1) Ambers Tavern Ltd (2) K Currys Limited (3) Katrina Layfield
The Sun 210 Guide Lane Audenshaw, M34 5EE (The Sun)	9/04/2010	(1) Amber Taverns Ltd (2) Bluemoon Leisure (Middleton) Limited (3) William Ormondroyd
The Saggermakers 31 Market Place Burslem Stoke On Trent, ST6 3AG (The Saggermakers)	21/10/2013	(1) Ambers Tavern Ltd (2) MCD Taverns Ltd (3) Nicola Mogford
The Derby Arms Richmond Sq. 170 Widnes Road Widnes, WA8 6BA (The Derby Arms)	3/06/2010	(1) Amber Taverns Ltd (2) Naylor Enterprises Limited (3) Angela Naylor
The Stockton 122 High Street Redcar, TS10 3DH (The Stockton)	03/11/14	(1) Amber Taverns Ltd (2) Redcar Hospitality Limited (3) Mark Dixon
Last Orders 42 Regent Street Blyth, NE24 1LS	2/4/15	(1) Amber Taverns Ltd (2) KR Taverns Limited (3) Kim Robinson

(Last Orders Blyth)		
The Queens 271 Talbot Road Blackpool, FY1 7AZ	19/06/17	(1) Ambers Tavern Ltd (2) Lougarths Limited (3) Sandra Veitch
(The Queens)		
The Ardwick 32 Foxhall Road Blackpool, FY1 5AD	02/10/2013	(1) Amber Taverns Ltd (2) Ardwickbrook Ltd (3) Lynn Howarth
(The Ardwick)		
Bridges 115 Bridge Street, Warrington, WA1 2HR	13/02/17	(1) Amber Taverns Ltd (2) Chatsworth Pub Company Ltd (3) Gerald Patrick Murray
(Bridges)		
Last Orders Washington 10 Speculation Place Washington, NE37 2AL	22/09/14	(1) Amber Taverns Ltd (2) Concord Pub company Limited (3) Laura Davison
(Last Orders Washington)		
The Blackburn Times 76 Northgate, Blackburn, BB2 1AA	29/08/17	(1) Amber Taverns Ltd (2) Cookson Pubs Limited (3) Paul Cookson
(The Blackburn Times)		
The Berkeley 27-29 Wallgate Wigan, WN1 1LD	4/04/2011	(1) Amber Taverns Ltd (2) Beech Pub Management Ltd (3) Clifford & Shirley Beech
(The Berkeley)		
The Byron 2 Market Street Mansfield, NG18 1JG	18/11/16	(1) Amber Taverns Ltd (2) F&S Pubs Limited (3) Laura Freeman
(The Byron)		
The Bodfor 13/15 Bodfor Street Rhyl, LL18 1AS	09/12/16	(1) Amber Taverns Ltd (2) JDS Bars Ltd (3) Sean Leigh Mountford
(The Bodfor)		
Castle & Anchor 2 Church Road Stockton on Tees, TS18 1TY	22/02/17	(1) Amber Taverns Ltd (2) Terri Llewellyn (3) Maddluc Bars Limited
(Castle and Anchor)		
The Lord Stamford Kenworthy Street Stalybridge, SK15 2DX	18/07/2016	(1) Amber Taverns Limited (2) WarrenPub Management Ltd (3) Warren Dale
(The Lord Stamford)		
The Kings Arms Dalton Road Barrow-in-Furness, LA14 1HY	13/01/2014	(1) Amber Taverns Ltd (2) Brian Clarke Limited (3) Brian Clarke
(The Kings Arms Barrow)		
Duke of Lancaster 3 Church Street Colne, BB8 0EB	26/04/16	(1) Amber Taverns Ltd (2) JB Investments Ltd (3) John Hargadon

(The Duke of Lancaster)		
The County Bridgegate Rotherham, S60 1PL	27/06/16	(1) Amber Taverns Ltd (2) Taylor Inns Limited (3) Anthony Anderson
(The County)		
The Wellington 22 Eastbank Street Southport, PR8 1DJ	10/04/17	(1) Amber Taverns Ltd (2) Wellie Hotel Ltd (3) Anne McTaggart
(The Wellington)		
The Billy Wright 9 Princess Street Wolverhampton, WV1 1HW	20/06/17	(1) Amber Taverns Ltd (2) Bridgets Business Ltd (3) Skye Hughes
(The Billy Wright)		
The Penny Bank 166 High Street Scunthorpe, DN15 6EN	13/04/17	(1) Amber Taverns Ltd (2) S Thomas (Public House) Limited (3) Sharon Thomas
(The Penny Bank)		
The Pig Iron 37 Corporation Road Middleborough, TS1 1LT	1/04/2014	(1) Amber Taverns Ltd (2) Middlesborough Pub Company Limited (3) Emma Lickard
(The Pig Iron)		
Chennells, 2-4 Pitt Street Barnsley, S70 1SS	21/03/2012	(1) Amber Taverns Ltd (2) C & J Bristowe Ltd (3) Craig and Julie Bristowe
(Chennells)		
The Raven 3 Walker Street Wellington Telford, TF1 1BD	12/03/2013	(1) Amber Taverns Ltd (2) JJJ Leisure Ltd (3) Lesley Kelly
(Raven)		
The Green Dragon 4 Cornmarket Pontefract, WF8 1BJ	3/06/2013	(1) Amber Taverns Ltd (2) Crawthrow Leisure Limited (3) Diane Crawthrow
(Green Dragon)		
The Swinging Witch 3 Crown Street Northwich, CW9 5AX	18/07/16	(1) Amber Taverns Ltd (2) Eccles Ales Ltd (3) Dianne Morish
(The Swinging Witch)		
George & Dragon 7 King Street Leigh, WN7 4LP	23/04/2012	(1) Amber Taverns Ltd (2) Redmere Leisure Limited (3) Nigel Siddall
(George & Dragon)		
G W Horners 2 Front Street Chester Le Street, DH3 3BE	09/06/14	(1) Amber Taverns Ltd (2) Blyth Hospitality Limited (3) Katrina Fairbairn
(G W Horners)		

The Saddle 55 Lee Lane Horwich, BL6 7AX (The Saddle)	08/12/14	(1) Amber Taverns Ltd (2) SLS Jets Limited (3) Sharon Rush
Bow Legged with Brass 21 George Street Halifax, HX1 1HA (Bow Legged with Brass, Halifax)	07/11/16	(1) Amber Taverns Ltd (2) DW Bar & Leisure Ltd (3) David Kevin Welsh
The Station Hotel Hibson Road Nelson, BB9 9SB (The Station Hotel)	29/12/15	(1) Amber Taverns Ltd (2) Smorgan47 Ltd (3) Sharon Morgan
Library Tap 117 Main Street Bingley, BD16 2HT (The Library Tap)	17/03/17	(1) Amber Taverns Ltd (2) MKNA Limited (3) Mary Moore
The Queens 1 Golden Hill Lane Leyland, PR25 3NP (The Queens)	01/08/12	(1) Amber Taverns Ltd (2) Cookson Leisure Ltd (3) Paul Cookson
Pearsons 72 Market Street Chorley, PR7 2SE (Pearsons)	07/01/16	(1) Amber Taverns Ltd (2) Natalie Bailey Ltd (3) Natalie Bailey
The Bull 17 Lines Street Morecambe, LA4 5ES (The Bull)	24/03/16	(1) Amber Taverns Ltd (2) G&A Freehouse Ltd (3) Andy Lawson
Black Bull 12 Market Place Doncaster, DN1 1LQ (The Black Bull)	15/05/2013	(1) Amber Taverns Ltd (2) Black Bull (Vaugh) Limited (3) Suzie Waugh
The Tap & Tanner, Lord Hill House Darwall Street, Walsall, WS1 1AA (The Tap & Tanner)	21/11/16	(1) Amber Taverns Ltd (2) Tree Monster Ltd (3) Ryan Bosley
The Auctioneer 2-6 Percy Street Hanley, ST1 1NE (The Auctioneer)	14/08/17	(1) Ambers Taverns Ltd (2) DWR Bars Ltd (3) Darren Rogers
Windmills End 393 Long Lane Blackheath, B65 0JE (Windmill's End)	26/02/2014	(1) Amber Taverns Ltd (2) Clare Evans Pub company Ltd (3) Clare Evans
The Market Tavern 26-28 Bridge Street St Helens, WA10 1NW	24/01/17	(1) Amber Taverns Ltd (2) DD's Leisure Ltd (3) Denise Davies

(Market Tavern)		
The Unicorn 37 Bridge Street Worksop, S80 1DA	29/07/15	(1) Amber Taverns Ltd (2) MNG Bars Co Ltd (3) Michelle Stowell
(Unicorn)		
Carters Well 508 Durham Road Low Fell Gateshead, NE9 6HU	10/02/14	(1) Amber Taverns Ltd (2) Low Fell Pub Company Limited (3) Isabelle Moore
(Carters Well)		
Bluebell 26 Cavendish Street Chesterfield, S40 1UY	21/08/17	(1) Amber Taverns Ltd (2) MNS Pub Management Ltd (3) Natasha Wilkinson
Ebeneezer Morley 14 Anlaby Road Hull, HU1 2PA	24/02/2014	(1) Amber Taverns Ltd (2) PVB Enterprises Ltd (3) Paul Berry
(Ebeneezer Morley)		
Caledonian Botchergate Carlisle, CA1 1QP	09/06/17	(1) Amber Taverns Ltd (2) C & J UK Leisure Ltd (3) Craig Nelson
(Caledonian)		
Micklegate Tap 127 Micklegate York, YO1 6LB	24/03/17	(1) Amber Taverns Ltd (2) AJO Enterprise Ltd (3) Alex Ozobia
(The Micklegate)		
Dean & Chapter Main Street, Ferryhill, DL17 8LA	26/01/16	(1) Amber Taverns Ltd (2) Prestige NE Ltd (3) Michael Hetherington
(Dean & Chapter)		
The White Horse Dudley Street Sedgley, DY3 1SA	20/04/17	(1) Amber Taverns Ltd (2) Titan Pub Management Co Ltd (3) Brian New
(The White Horse)		
The Tap & Clapper 6 The Rushes Loughborough, LE11 5BE	10/02/16	(1) Amber Taverns Ltd (2) SLJ Pub Management Ltd (3) Sharon Jones
(The Tap & Clapper)		
The Oxford (109) Therm House, 22 Market Place LONG EATON NG10 1LT	17/07/17	(1) Amber Taverns Ltd (2) NMT Hospitality Ltd (3) Nick Teather
(The Oxford)		
George & Dragon, 1 High Street CHEADLE, SK8 1AX	14/04/15	(1) Amber Taverns Ltd (2) NDF Hospitality Solutions Limited (3) Nicola Foster
(George & Dragon)		

Hogarths 37/41 Churchgate BOLTON, BL1 1HU (Hogarths)	23/04/15	(1) (2) (3)	Amber Taverns Ltd ADGGE Limited John Manson
Vesta Tilley's 309 High Street West SUNDERLAND, SR1 3ET (Vesta Tilleys)	28/11/16	(1) (2) (3)	Amber Taverns Ltd Prior Planning Limited Louise Bradley
Dr M'Gonicles Emporium (113) 97 High Street STOCKTON ON TEES, TS18 1BD (Dr M'Gonigles)	30/08/17	(1) (2) (3)	Amber Taverns Ltd RWP Taverns Co Ltd Raymond Payne
Hogarths 140 Church Street PRESTON, PR1 3BU (Hogarths)	06/06/16	(1) (2) (3)	Amber Taverns Ltd LCL Leisure Limited Corinne Flannery
Hogarths 61-63 Westgate WAKEFIELD, WF1 1BW (Hogarths)	21/07/15	(1) (2) (3)	Amber Taverns Ltd WJG Lesiure Limited Wayne Joy
Metropole 262 High Street GATESHEAD, NE8 1EL (Metropole)	20/02/17	(1) (2) (3)	Amber Taverns Ltd Stellae Leisure Ltd Tracy Mooney
Hogarths 3 South Street ILKESTON, DE7 5QT (Hogarths)	23/04/15	(1) (2) (3)	Amber Taverns Ltd Fletcherreyre Ltd Ian Eyre
The Black Swan Chapel Street RUGBY, CV21 3EB (The Black Swan)	06/06/16	(1) (2) (3)	Amber Taverns Ltd CJD Trading Ltd Carl Davidson
King of Prussia Market Place HEANOR, DE75 7AA (King of Prussia)	06/12/16	(1) (2) (3)	Amber Taverns Ltd D Dales Limited Diane Dale
The Saracens Head Stone Street DUDLEY, DY1 1NJ (The Saracens Head)	10/07/17	(1) (2) (3)	Amber Taverns Ltd SJZ Pubs Limited Susan Blower
The Black Swan 12 Sheep Market LEEK, ST13 5HW (The Black Swan)	10/09/15	(1) (2) (3)	Amber Taverns Ltd Hargreaves Bars Ltd Nichola Hargreaves
Hogarths 14 Mile End Road SOUTH SHIELDS, NE33 1TS	15/07/15	(1) (2) (3)	Amber Taverns Ltd M.W. Bar Management Ltd Martin Wood

(Hogarths)			
Hogarths 5-9 Hotel Street LEICESTER, LE1 5AW	31/07/17	(1) (2) (3)	Amber Taverns Ltd Paddy Pubs Limited Sean McCoy
(Hogarths)			
The Whistle Blower Middle Street CONSETT, DH8 5QP	21/07/15	(1) (2) (3)	Amber Taverns Ltd DW Taverns Limited Diane Wood
(The Whistle Blower)			
Plough & Harrow High Street HUCKNALL, NG15 7HJ	10/07/17	(1) (2) Ltd (3)	Amber Taverns Ltd SW Pub Management Sue Wheeler
(Plough & Harrow)			
Hogarths 2-3 St Mary's Street SWANSEA, SA1 3LH	11/07/16	(1) (2) (3)	Amber Taverns Ltd Bulldog Inc Limited Lisa Wolstenholme
(Hogarths)			
The Lion 17 High Street SANDBACH, CW11 1AH	02/10/15	(1) (2) (3)	Amber Taverns Ltd Phunky Limited Phil Bromley
(The Lion)			
The Phoenix Tap High Street MARYPORT, CA15 6BG	03/10/16	(1) (2) (3)	Amber Taverns Ltd KMM2016 Ltd Kathryn Morrison
(The Phoenix Tap)			
Prince of Brewers 152 High Street BURTON, DE14 1JE	25/08/17	(1) (2) (3)	Amber Taverns Ltd C&K UK Leisure Ltd Craig Nelson & Jane Oliver
(Prince of Brewers)			
The Gloucester 19-25 Church Street WELLINGBOROUGH, NN8 4PA	22/05/17	(1) (2) (3)	Amber Taverns Ltd CJRS Holdings Limited Carl Sutton
(The Gloucester)			
Hogarths 59 Commercial Road HEREFORD, HR1 2BP	06/06/16	(1) (2) (3)	Amber Taverns Ltd Fennbrow Ltd Shirley Fenner
(Hogarths)			
Sir Isaac Newton 7 High Street GRANTHAM, NG31 6PN	28/02/17	(1) (2) (3)	Amber Taverns Ltd LDH Leisure Ltd Lee David Holt
(Sir Isaac Newton)			
Rayners 30-32 Haymarket Street BURY, BL9 0AY	03/05/16	(1) (2) (3)	Amber Taverns Ltd Katastari Ltd Jordan Dalzell
(Rayners)			

Hogarths 43-44 High Street NEWPORT, NP20 1GF (Hogarths)	15/06/16	(1) Amber Taverns Ltd (2) Glenste Pub Management Ltd (3) Glenys Dargavel
The Brewers Arms 1 High Street SPENNYMOOR, DL16 6AG (The Brewers Arms)	14/08/17	(1) Amber Taverns Ltd (2) L & R Brewers Ltd (3) Ronald Bell
The Bulls Head 4 Mill Street CONGLETON, CW12 1AB (The Bulls Head)	06/05/16	(1) Amber Taverns Ltd (2) Columbus Pub Company (3) Philip Senior
Stitching Pony 7 Market Street KETTERING, NN16 0AH (Stitching Pony)	30/08/16	(1) Amber Taverns Ltd (2) Tuckers Taverns Company Limited (3) Lynette Tucker
Cheese Hall 15 Earle Street CREWE, CW1 2BS	01/08/16	(1) Amber Taverns Ltd (2) Dylan Pub company Ltd (3) Paul Watton
The Doctors 61-63 Eastgate Street GLOUCESTER, GL1 1PN (The Doctors)	17/08/16	(1) Amber Taverns Ltd (2) Pub Doctor Operations Ltd (3) Oliver Mattison
Stourbridge Lion 77-78 High Street STOURBRIDGE, DY8 1DX (Stourbridge Lion)	20/09/16	(1) Amber Taverns Ltd (2) R Hunt Enterprises Ltd (3) Ricky Hunt
The Iron Duke 130-131 Osborne Road PONTYPOOL, NP4 6LT (The Iron Duke)	12/09/16	(1) Amber Taverns Ltd (2) Verdant Pub Management Limited (3) Tanis Baker
Harry Pursey 386 Beverley Road HULL, HU5 1LN (Harry Pursey)	21/10/16	(1) Amber Taverns Ltd (2) Harry Pursey Leisure Ltd (3) Jenny Gale
Angel & Royal Cleveland Street DONCASTER, DN1 3EF (Angel & Royal)	10/10/16	(1) Amber Taverns Ltd (2) Allegiant Leisure Ltd (3) Anthony Lunn
The Bute Arms Victoria Square ABERDARE, CF44 7LB (The Bute Arms)	25/11/16	(1) Amber Taverns Ltd (2) Bute Arms Limited (3) Penelope Bradley
Hogarths 22-28 Clifton Street BLACKPOOL, FY1 1JP	21/08/17	(1) Amber Taverns Ltd (2) Lougharths Limited (3) Louis Veitch

(Hogarths)			
The Wheatsheaf 48 Market Street ATHERTON, M46 0DG	24/01/17	(1) (2) (3)	Amber Taverns Ltd NCW Pub Management Nathan Wright
(The Wheatsheaf)			
The Pig Iron Tavern 44-46 Station Road PORT TALBOT, SA13 1JS	12/01/17	(1) (2) (3)	Amber Taverns Ltd LIL MC Limited Shaun Taylor
(The Pig Iron Tavern)			
The Old Post Office 204/208 Shields Road BYKER, NE6 1DU	08/05/17	(1) (2) (3)	Amber Taverns Ltd Bykers Pub Company Janice Shields
(The Old Post Office)			
Hogarths 95/97 High Street NEWCASTLE UNDER LYME ST5 1PS	21/5/17	(1) (2) (3)	Amber Taverns Ltd Local Tap Limited Adam Woolliscroft
(Hogarths)			
The Tubwell Tap 3/4 Tubwell Row DARLINGTON, DL1 1NU	18/06/17	(1) (2) (3)	Amber Taverns Ltd Orange Pub Co Limited Susan Kemble
(The Tubwell Tap)			
The Four Ladies 3 Church Street CRAMLINGTON, NE23 6QQ	03/07/17	(1) (2) (3)	Amber Taverns Ltd RSM Pub Company Ltd Robert & Megan Dowse, Sue Dowse-Cowan
(The Four Ladies)			
Allan Leonard Lewis VC 11 Orchard Street NEATH SA11 1DT	18/09/17	(1) (2) (3)	Amber Taverns Ltd Y Bevan Limited Yvette Bevan
The Last Resort 46 Bond Street BLACKPOOL FY4 1BW	21/08/17	(1) (2) (3)	Amber Taverns Ltd RN Pub Enterprises Ltd Natalie Jordenson
Hogarths 19 Lower Gungate TAMWORTH B79 7AT	11/09/17	(1) (2) (3)	Amber Taverns Ltd Manchild Pubs Ltd James Gallagher
The Engineers Arms 61 Belvoir Road COALVILLE LE67 3PD	25/09/17	(1) (2) (3)	Amber Taverns Ltd SW Pub Management Sue Wheeler

Schedule 7

DEED OF ACCESSION

THIS DEED is made on []

BETWEEN:-

- (1) [] (the "**New Chargor**"), a company incorporated in England or Wales whose registered office is at [];
- (2) [] (the "**Parent**") for itself and as agent for and on behalf of each of the other Chargors (as defined in the Debenture referred to below); and
- (3) [] **BANK [PLC][Plc][plc]** as the Security Agent.

INTRODUCTION

- (A) The New Chargor is, or will on the date of this Deed become, a [wholly-owned] Subsidiary of the Parent.
- (B) This Deed is supplemental to a deed dated [] (as supplemented and amended from time to time, the "**Debenture**") between, among others, the Parent, each of the companies named in the Debenture as Chargors, and [] Bank [PLC] [Plc] [plc] as agent and trustee for the Secured Parties.
- (C) The New Chargor at the request of the Parent and in consideration of the Secured Parties making or continuing to make facilities available to the Parent or any other member of its group has agreed to enter into this Deed and become a Chargor under the Debenture.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture apply to this Deed insofar as they are relevant to it, as they apply to the Debenture.

2. ACCESSION

The New Chargor agrees to become a party to and to be bound by the terms of the Debenture with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to it as a Chargor.

3. SECURITY

The New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

- 3.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Land*);

- 3.2 the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 2 (*Shares*);
- 3.3 the Assigned Insurances assigned shall include the Assigned Insurances referred to in Schedule 3 (*Assigned Insurances*);
- 3.4 the Assigned Contracts assigned shall include the Assigned Contracts referred to in Schedule 4 (*Assigned Contracts*);
- 3.5 the Assigned Accounts assigned shall include the Assigned Accounts referred to in Schedule 5 (*Assigned Accounts*);
- 3.6 the Charged Accounts charged by way of fixed charge shall include those referred to in Schedule 6 (*Charged Accounts*); and
- 3.7 the Charged Hedging Agreements charged by way of fixed charge shall include those referred to in Schedule 7 (*Charged Hedging Agreements*).

4. CONSENT OF EXISTING CHARGORS

The Parent by its execution of this Deed confirms the consent of the existing Chargors to the terms of this Deed and their agreement that this Deed will in no way prejudice or affect their obligations under, or the covenants they have given, or the Security created by, the Debenture.

5. EFFECT ON DEBENTURE

- 5.1 The Debenture and this Deed shall be read and construed as one document so that references in the Debenture to "this Deed", "herein", and similar phrases will be deemed to include this Deed.
- 5.2 For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of the New Chargor mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Secured Assets and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

6. GOVERNING LAW

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

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed.

[SCHEDULE 1

LAND]

[SCHEDULE 2

SHARES]

[SCHEDULE 3

ASSIGNED INSURANCES]

[SCHEDULE 4

ASSIGNED CONTRACTS]

[SCHEDULE 5

ASSIGNED ACCOUNTS]

[SCHEDULE 6

BLOCKED ACCOUNTS]

[SCHEDULE 7

CHARGED HEDGING AGREEMENTS]

SIGNATURE PAGES TO DEED OF ACCESSION

The New Chargor

EXECUTED as a Deed)
by [NAME OF COMPANY] [LIMITED] [PLC])
acting by two Directors or a Director and its)
Secretary:-)
)

Director

Director/Secretary

Address: []

Facsimile number []

OR

EXECUTED as a Deed by [NAME OF)
COMPANY] [LIMITED] [PLC])
acting by [NAME OF DIRECTOR], a)
Director, in the presence of:-)

Signature of witness: Director

Name of witness:

Address:

Occupation:

Address: []

Facsimile number []

The Parent

EXECUTED (but not delivered)
until the date hereof) **AS A DEED**)
by [] **LIMITED**)
acting by:-)

Director

Director/Secretary

The Security Agent

SIGNED for and on behalf of)
[] **BANK [PLC] [Plc] [plc]**)

Schedule 8

FORM OF NOTICE OF ASSIGNMENT OF INSURANCE

To be printed on the headed notepaper of the relevant Chargor

To: [Insert name and address of relevant insurer]

Date: []

Dear Sirs,

**[DESCRIPTION OF RELEVANT INSURANCE POLIC[Y][IES] INCLUDING POLICY NUMBER
(THE "POLIC[Y][IES]") [refer to an attached schedule if there are a number of policies]**

1. We give you notice that we have entered into a debenture dated [] in favour of [SECURITY AGENT] (the "Security Agent") (the "Debenture").
2. We give you notice that, pursuant to the terms of the Debenture, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Security Agent by way of security all of our rights, title, interest and benefits in to or in respect of the Polic[y][ies] including the benefit of all claims and returns of premiums in respect thereof to which we are or may at any time become entitled.
3. With effect from the date of receipt of this notice, we instruct you to:
 - 3.1 name the Security Agent (in its capacity as Security Agent) as loss payee in respect of [each of] the Polic[y][ies].
 - 3.2 promptly inform the Security Agent, without further approval from us, of any default in the payment of any premium or failure to renew [the][any] Policy;
 - 3.3 advise the Security Agent promptly of any proposed cancellation of [the][any] Policy and in any event at least 30 days before the cancellation is due to take place;
 - 3.4 if the insurance cover under [the][any] Policy is to be reduced or any insured risks are to be restricted, advise the Security Agent at least 30 days before the reduction or restriction is due to take effect; and
 - 3.5 disclose to the Security Agent, without further approval from us, such information regarding the Polic[y][ies] as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Polic[y][ies].
4. Following the Security Agent's notification to you that the security created by the Debenture has become enforceable:-
 - 4.1.1 all payments and claims under or arising from the Polic[y][ies] are to be made to the Security Agent to such account (or to its order) as it may specify in writing from time to time;

- 4.1.2 all remedies provided for in the Polic[y][ies] or available at law or in equity are to be exercisable by the Security Agent; and
- 4.1.3 all rights to compel the performance of the Polic[y][ies] are to be exercisable by the Security Agent.
- 5. With effect from your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Polic[y][ies] (including all rights to compel performance) belong to and are exercisable by the Security Agent.
- 6. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Security Agent.
- 7. By countersigning this letter, you confirm that:-
 - 7.1 you have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in this notice;
 - 7.2 no amendment or termination of [the][any] Policy shall be effective unless you have given the Security Agent 30 days written notice of it or, if it is not possible to comply with such notification to the Security Agent in accordance with the provisions of the [relevant] Policy, the notice will be provided to the Security Agent in relation to such termination as soon as possible; and
 - 7.3 you will not, without the Security Agent's prior written consent, exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with [the][any] Policy.
- 8. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within 5 Business Days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Security Agent at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[PARENT/CHARGOR]

Acknowledged:

.....

For and on behalf of

[Name of insurer]

Schedule 9

FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED ACCOUNTS (NOT BLOCKED ACCOUNTS)

To be printed on the headed notepaper of the relevant Chargor

To: [Insert name and address of relevant account bank]

Date: []

Dear Sirs,

1. We give you notice that we have entered into a debenture dated [] in favour of [SECURITY AGENT] (the "Security Agent") (the "Debenture").
2. We refer to the following bank account[s] which we hold with you (and any replacement account or subdivision or subaccount of [that][each] account) (the "Assigned Account[s]");

Account holder	Account name	Account number	Sort code

3. We give you notice that, pursuant to the terms of the Debenture, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Security Agent by way of security all of our rights, title and interest from time to time in the Assigned Account[s] including, without limitation all money at any time standing to the credit of the Assigned Account[s] (whether in sterling or any other currency and whether in addition to or by way of renewal or replacement for any sums previously deposited or otherwise) together with all interest accruing from time to time in respect of such money.
4. Following the Security Agent's notification to you that the security created by the Debenture has become enforceable (the "Notification"):
 - 4.1 any existing payment instructions affecting the Assigned Account[s] are to be terminated and all payments and communications in respect of the Assigned Account[s] should be made to the Security Agent or to its order (with a copy to us);
 - 4.2 all moneys standing to the credit of the Assigned Account[s] are to be held to the order of the Security Agent; and
 - 4.3 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Assigned Account[s] belong to the Security Agent.

5. By countersigning this letter, you confirm that:-
- 5.1 no fees or periodic charges are payable in respect of the Assigned Account[s] and there are no restrictions on:
- 5.1.1 the payment of the credit balance on the Assigned Account[s]; or
- 5.1.2 the assignment of the Assigned Account[s] to the Security Agent or any third party;
- 5.2 you have not received notice of any previous assignments of, charges over or trusts in respect of, the Assigned Account[s];
- 5.3 you will not, without the Security Agent's consent:-
- 5.3.1 exercise any right of combination, consolidation or set-off which you may have in respect of the Assigned Account[s]; or
- 5.3.2 amend or vary any rights attaching to the Assigned Account[s];
- 5.4 you will act only in accordance with the instructions given by persons authorised by the Security Agent;
- 5.5 Following your receipt of the Notification:
- 5.5.1 you will not permit us to withdraw or otherwise transfer the whole or any part of the money standing to the credit of the Assigned Account[s] without the Security Agent's prior written consent; and
- 5.5.2 you shall send all statements and other notices given by you relating to the Assigned Account[s] to the Security Agent.
6. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Security Agent.
7. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within [5] Business Days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Security Agent at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[PARENT/CHARGOR]

Acknowledged:

.....

For and on behalf of

[Name of account bank]

Schedule 10

FORM OF NOTICE OF ASSIGNMENT OF BLOCKED ACCOUNTS

To be printed on the headed notepaper of the relevant Chargor

To: [Insert name and address of relevant account bank]

Date: []

Dear Sirs,

1. We give you notice that we have entered into a debenture dated [] in favour of [SECURITY AGENT] (the "Security Agent") (the "Debenture").
2. We refer to the following bank account[s] which we hold with you (and any replacement account or subdivision or subaccount of [that][each] account) (the "Blocked Account[s]"):

Account holder	Account name	Account number	Sort code

3. We give you notice that, pursuant to the terms of the Debenture, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Security Agent by way of security all of our rights, title and interest from time to time in the Blocked Account[s] including, without limitation all money at any time standing to the credit of the Blocked Account[s] (whether in sterling or any other currency and whether in addition to or by way of renewal or replacement for any sums previously deposited or otherwise) together with all interest accruing from time to time in respect of such money.
4. With effect from the date of receipt of this notice:
 - 4.1 all moneys standing to the credit of the Blocked Account[s] are to be held to the order of the Security Agent; and
 - 4.2 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Blocked Account[s] belong to the Security Agent.
5. We are permitted to withdraw or otherwise transfer the whole or any part of the money standing to the credit of the Blocked Account[s].
6. Following the Security Agent's notification to you that the security created by this Debenture has become enforceable: -
 - 6.1 all moneys standing to the credit of the Holding Account are to be held to the order of the Security Agent; and
 - 6.2 all rights, interest and benefits whatsoever accruing to or for the benefit of ourselves arising from the Holding Account belong to the Security Agent.

7. By countersigning this letter, you confirm that:-
- 7.1 no fees or periodic charges are payable in respect of the Blocked Account[s] and there are no restrictions on:
- 7.1.1 the payment of the credit balance on the Blocked Account[s]; or
- 7.1.2 the assignment of the Blocked Account[s] to the Security Agent or any third party;
- 7.2 you have not received notice of any previous assignments of, charges over or trusts in respect of, the Blocked Account[s];
- 7.3 you will not, without the Security Agent's consent:-
- 7.3.1 exercise any right of combination, consolidation or set-off which you may have in respect of the Blocked Account[s]; or
- 7.3.2 amend or vary any rights attaching to the Blocked Account[s];
- 7.4 save as specifically set out in this notice, you will act only in accordance with the instructions given by persons authorised by the Security Agent;
- 7.5 save as specifically set out in this notice, you will not permit us to withdraw or otherwise transfer the whole or any part of the money standing to the credit of the Blocked Account[s] without the Security Agent's prior written consent; and
- 7.6 you shall send all statements and other notices given by you relating to the Blocked Account[s] to the Security Agent.
8. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Security Agent.
9. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within 5 Business Days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Security Agent at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[PARENT/CHARGOR]

Acknowledged:

.....
For and on behalf of

[Name of account bank]

Schedule 11

FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED CONTRACT

To be printed on the headed notepaper of the relevant Chargor

To: [Insert name and address of relevant contract counterparty]

Date: []

Dear Sirs,

[DESCRIPTION OF RELEVANT ASSIGNED CONTRACT] (THE "CONTRACT")

1. We give you notice that we have entered into a debenture dated [] in favour of [SECURITY AGENT] (the "Security Agent") (the "Debenture").
2. We give you notice that, pursuant to the terms of the Debenture, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Security Agent by way of security all of our rights, title and interest from time to time in, and the full benefit of, the Contract and all rights, title and interest in any amounts payable to us under the Contract, including any claims for damages in respect of any breach of the Contract.
3. Following the Security Agent's notification to you that the security created by the Debenture has become enforceable:-
 - 3.1 [all payments to be made to us under or arising from the Contract should be made [to the Security Agent or to its order as it may specify in writing from time to time] *[specify bank account]*;
 - 3.2 all remedies provided for in the Contract or available at law or in equity are exercisable by the Security Agent;
 - 3.3 you are authorised and instructed, without further approval from us, to comply with your obligations (including without limitation your payment obligations) under the Contract in accordance with the written instructions of the Security Agent from time to time (and to hold the money for any such payments to the Security Agent's order pending receipt of written instructions from the Security Agent); and
 - 3.4 subject to paragraph 5 below, you shall allow the Security Agent to perform all the obligations assumed by us under the Contract.
4. You shall not be released from your obligations under the Contract without the prior written consent of the Security Agent.
5. We shall remain liable to perform all our obligations under the Contract and the Security Agent shall be under no obligation of any kind whatsoever in respect of the Contract.
6. You must not, without the Security Agent's prior written consent:
 - 6.1 amend, novate, supplement, restate or replace the Contract;
 - 6.2 agree to any waiver or release of any of your obligations under the Contract; or
 - 6.3 exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with the Contract.

7. With effect from the date of receipt of this notice, we irrevocably and unconditionally instruct and authorise you, without requiring further approval from us, to:
- 7.1 promptly disclose to the Security Agent such information relating to the Contract as the Security Agent may at any time reasonably request including, without limitation, all information, accounts and records in your possession or control that may be necessary or of assistance to enable the Lender to verify the amount of all payments made or payable under the Contract by you or the performance by you of all your obligations under the Contract; and
- 7.2 provide the Security Agent with copies of all notices given or received under the Contract promptly after they are given or received.
8. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Security Agent.
9. By countersigning this letter, you confirm that:-
- 9.1 you have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in this notice;
- 9.2 no amendment, waiver or release of any of rights, interests and benefits referred to in this notice shall be effective without the prior written consent of the Security Agent;
- 9.3 no termination of any rights, interests or benefits referred to in this notice shall be effective unless we have given the Security Agent thirty days written notice of the proposed termination (or if notice is not possible within that period, as soon as possible), specifying the action necessary to avoid such termination;
- 9.4 no breach or default on the part of the *[insert name of relevant Chargors]* of any of the terms of the Contract shall be deemed to have occurred unless you have given notice of such breach to the Security Agent specifying how to make good such breach; and
- 9.5 you will not, without the Security Agent's prior written consent, exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with the Contract.
10. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within 5 Business Days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Security Agent at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[PARENT/CHARGOR]

Acknowledged:

.....

For and on behalf of

[Name of contract counterparty]

EXECUTION PAGES

The Chargors

EXECUTED as a Deed by)
KILDALE PARENTCO LIMITED)
acting by two Directors or a Director and its)
Secretary or a Director and a Witness:-)

.....
Director

.....
*Director/~~Secretary~~

in the presence of:

Witness signature

Name

Address

Occupation

EXECUTED as a Deed by
KILDALE BIDCO LIMITED

acting by two Directors or a Director and its Secretary or a Director and a Witness:-

.....
Director 

.....
*Director/~~Secretary~~

in the presence of:

Witness signature

Name

Address

Occupation

EXECUTED as a Deed by
INGLEBY (1951) LIMITED

acting by two Directors or a Director and its Secretary or a Director and a Witness:-

.....
Director 

.....
*Director/Secretary 

in the presence of:

Witness signature

Name

Address

Occupation

EXECUTED as a Deed by
INGLEBY (1952) LIMITED

acting by two Directors or a Director and its Secretary or a Director and a Witness:-

.....
Director

.....
~~*Director/Secretary~~

in the presence of:

Witness signature

Name

Address

Occupation

EXECUTED as a Deed by

APIS LIMITED

acting by two Directors or a Director and its Secretary or a Director and a Witness:-

.....
Director

.....
*Director/Secretary/

in the presence of:

Witness signature

Name

Address

Occupation

EXECUTED as a Deed by

MELLI LIMITED

acting by two Directors or a Director and its Secretary or a Director and a Witness:-

.....
Director

.....
*Director/Secretary

in the presence of:

Witness signature

Name

Address

Occupation

EXECUTED as a Deed by
AMBER TAVERNS LIMITED

acting by two Directors or a Director and its Secretary or a Director and a Witness:-

.....
Director

.....
*Director/~~Secretary~~

in the presence of:

Witness signature

Name

Address

Occupation

The Security Agent

SIGNED by

For and on behalf of

GLAS TRUST CORPORATION LIMITED

By:



Estela Landro

Transaction Manager

Address: 45 Ludgate Hill, London EC4M 7JU, United Kingdom

Fax: +44 (0)20 3070 0113

Email: tmg@glas.agency

Attention: Transaction Management Group