



Registration of a Charge

Company name: **CF SPARKS BUXTON LIMITED**

Company number: **10368415**



X5GTSPQW

Received for Electronic Filing: **03/10/2016**

Details of Charge

Date of creation: **30/09/2016**

Charge code: **1036 8415 0001**

Persons entitled: **WELLS FARGO BANK N.A., LONDON BRANCH AS SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description: **BY WAY OF FIRST LEGAL MORTGAGE FREEHOLD INTEREST AT 47 TO 51 SPRING GARDENS, BUXTON SK17 6BJ (TITLE NUMBER DY125149). BY WAY OF FIRST FIXED CHARGE ALL RIGHTS IN RESPECT OF THE INTELLECTUAL PROPERTY. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

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: **JOHN STEPHEN, SOLICITOR, JONES DAY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10368415

Charge code: 1036 8415 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2016 and created by CF SPARKS BUXTON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd October 2016 .

Given at Companies House, Cardiff on 4th October 2016

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

DATED 30 September **2016**

- (1) THE COMPANIES listed in Schedule 1
as Chargors

- (2) WELLS FARGO BANK N.A., LONDON BRANCH
as Security Agent

DEBENTURE

**JONES
DAY.** | One Firm Worldwide™

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DATED 30 September 2016

PARTIES

- (1) **THE COMPANIES** listed in Schedule 1 (each a "**Chargor**" and together the "**Chargors**"); in favour of
- (2) **WELLS FARGO BANK N.A., LONDON BRANCH** as security trustee for the Secured Parties on the terms and conditions set out in the Facility Agreement (the "**Security Agent**" which expression shall include any person for the time being appointed as Security Agent or trustee or as an additional Security Agent or trustee for the purpose of, and in accordance with, the Facility Agreement).

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture:

"**Accounts**" means:

- (a) the Rent Account;
- (b) the Disposals Account;
- (c) the Cash Trap Account;
- (d) the Cure Account;
- (e) the General Account;
- (f) the Headlease Account;
- (g) any other account opened or maintained by a Chargor with the Security Agent or any other person; and

in each case, any replacement account or subdivision or subaccount of that account, the debt or debts represented thereby and all Related Rights.

"**Acquisition Agreement**" means:

- (a) the agreement for sale of the Cyrus portfolio of properties dated 31 August 2016 and made between amongst others the Borrower and the Vendor; and
- (b) the supplemental deed dated 23 September 2016 entered into between, amongst others, the Borrower, the Chargors and the Vendor,

(together, being the "**Acquisition Agreements**").

"**Blocked Account**" means:

- (a) the Rent Account;
- (b) the Disposals Account;

- (c) the Cash Trap Account;
- (d) the Cure Account; and
- (e) any other account designated as such by the Security Agent; and

in each case, any replacement account or subdivision or subaccount of that account, the debt or debts represented thereby and all Related Rights.

"Borrower" means CF Sparks Limited a company registered in England and Wales with registered number 10321004 and whose registered office is at 5 Savile Row, London, United Kingdom, W1S 3PD.

"Charged Property" means all the assets and undertaking of the Chargors which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to this Debenture.

"Collateral Rights" means all rights, powers and remedies of the Security Agent provided by or pursuant to this Debenture or by law.

"Facility Agreement" means the facility agreement dated on or about the date of this Debenture made between the Chargors (as Obligors), the Arranger, the Agent and the Security Agent, each as defined in such agreement as amended, varied, novated or supplemented from time to time.

"Insurance Policy" means any policy of insurance in which the Chargors may from time to time have an interest.

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of a Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

"Monetary Claims" means any book and other debts and monetary claims owing to the Chargors and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which a Chargor is a party (including, without limitation, the Specific Contracts) and any other assets, property, rights or undertaking of the Chargors).

"Notice of Assignment" means a notice of assignment in substantially the form set out in Schedule 3 or in such form as may be specified by the Security Agent.

"Party" means a party to this Debenture.

"Real Property" means:

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 2);
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property;
- (c) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future in order to enable the Security Agent to perfect its rights thereunder or under this Debenture) entered into by or given to the Chargor in respect of the Real Property including all:
 - (1) claims, remedies, awards or judgments paid or payable to a Chargor (including, without limitation, all liquidated and ascertained damages payable to a Chargor in respect of the items referred to);
 - (2) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture, fitting, fixed plant or machinery,

and in each case including all Related Rights.

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

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

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and whether as principal or surety or in any other capacity whatsoever) of each Obligor to any Secured Party under or pursuant to each Finance Document, together with all interest and other amounts accruing thereon.

"Secured Parties" means a Finance Party, a Receiver or any Delegate.

"Shares" means all of the shares in the capital of each Propco held by, to the order or on behalf of the Borrower at any time.

"Specific Contracts" means:

- (a) any Hedging Agreement;
- (b) each Lease Document;
- (c) each document appointing a Managing Agent;
- (d) each Acquisition Agreement;
- (e) each Insurance Policy;
- (f) each Collateral Warranty;
- (g) the London Disposal Agreement; and
- (h) each other document designated as such by the Security Agent.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights.

"Unblocked Account" means:

- (a) the General Account; and
- (b) the Headlease Account.

1.2 **Construction**

In this Debenture:

- (A) terms defined in the Facility Agreement shall, unless defined in this Debenture, have the same meaning in this Debenture;
- (B) the rules of interpretation contained in clauses 1.2 (*Construction*) to 1.4 (*Third Party rights*) of the Facility Agreement shall apply to the construction of this Debenture;
- (C) section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts created by this deed or any other Finance Document;
- (D) any reference to the "**Security Agent**", the "**Chargors**", the "**Agent**" or the "**Secured Parties**" shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests; and
- (E) references in this Debenture to any Clause or Schedule shall be to a clause or schedule contained in this Debenture.

1.3 **Third Party Rights**

A person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Debenture.

1.4 **Disposition of Property**

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

2. PAYMENT OF SECURED OBLIGATIONS

2.1 Covenant to Pay

The Chargors covenant with the Security Agent as security trustee for the Secured Parties that it shall on demand of the Security Agent discharge the Secured Obligations when they fall due for payment.

3. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

3.1 Fixed Charges

Each Chargor charges with full title guarantee in favour of the Security Agent as security trustee for the Secured Parties for the payment and discharge of the Secured Obligations, all of each Chargor's right, title and interest from time to time (both present and future) in and to each of the following assets:

- (A) by way of first legal mortgage, the Real Property;
- (B) by way of first fixed charge:
 - (1) if not effectively mortgaged under sub-Clause (A) above, the Real Property;
 - (2) the Tangible Moveable Property;
 - (3) the Accounts;
 - (4) the Intellectual Property;
 - (5) any goodwill and rights in relation to the uncalled capital of each Chargor;
 - (6) the Investments;
 - (7) the Shares, all dividends, distributions, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise);
 - (8) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture; and
 - (9) if not effectively assigned under Clause 3.2 (*Assignments*), the Specific Contracts,

and all Related Rights in respect of each of the above.

3.2 Assignments

The Chargors assign and agree to assign absolutely with full title guarantee to the Security Agent as security trustee for the Secured Parties as security for the payment and discharge of

the Secured Obligations all of each of the Chargor's right, title and interest from time to time in and to each of the following assets:

- (A) the proceeds of any Insurance Policy;
 - (B) all rights and claims in relation to any Blocked Accounts;
 - (C) each of the Specific Contracts;
 - (D) all Monetary Claims;
 - (E) all Rental Income;
 - (F) any guarantee of Rental Income contained in or relating to any Lease Document,
- and all Related Rights in respect of each of the above.

3.3 Floating Charge

- (A) The Chargors with full title guarantee charges in favour of the Security Agent as security trustee for the Secured Parties for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of each Chargor.
- (B) The floating charge created by paragraph (A) above shall be deferred in point of priority to all fixed security validly and effectively created by each Chargor under the Finance Documents in favour of the Security Agent as security trustee for the Secured Parties as security for the Secured Obligations.
- (C) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3 (*Floating Charge*).

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation: By Notice

The Security Agent may at any time by notice in writing to a Chargor convert the floating charge created by Clause 3.3 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:

- (A) an Event of Default has occurred and is continuing; or
- (B) the Security Agent considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- (C) the Security Agent considers that it is necessary in order to protect the priority of the security.

4.2 Crystallisation: Automatic

Notwithstanding Clause 4.1 (*Crystallisation: By Notice*) and without prejudice to any law which may have a similar effect, the floating charge will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if:

- (A) a Chargor creates or attempts to create any security (other than any security permitted under Clause 22.3 (*Negative Pledge*) of the Facility Agreement), over any of the Charged Property; or
- (B) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
- (C) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of a Chargor or an administrator is appointed to a Chargor; or
- (D) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Chargor or files such a notice with the court.

5. PERFECTION OF SECURITY

5.1 Notices of Assignment

Each Chargor shall deliver to the Security Agent, Notices of Assignment duly executed by, or on behalf of, it:

- (A) in respect of each Insurance Policy, on the date of this Debenture or promptly upon such Insurance Policy being effected;
- (B) in respect of each Hedging Agreement, on the date of this Debenture or promptly after entering into such Hedging Agreement;
- (C) in respect of each Lease Document, on the date of this Debenture;
- (D) in respect of each document appointing a Managing Agent, on the date of this Debenture or promptly after entering into the document;
- (E) in respect of the Acquisition Agreement on the date of this Debenture;
- (F) in respect of each Collateral Warranty on the date of this Debenture;
- (G) in respect of the London Disposal Agreement on the date of this Debenture;
- (H) in respect of each Blocked Account held with a person other than the Security Agent, immediately upon the opening of that Account;
- (I) in respect of each document falling within paragraph (h) of the definition of Specific Contract upon the designation at any time by the Security Agent of any agreement as a Specific Contract;
- (J) in respect of any other asset which is the subject of an assignment pursuant to Clause 3.2 (*Assignments*), promptly upon the request of the Security Agent from time to time,

and in each case shall use all reasonable endeavours to procure that each notice is acknowledged by the relevant counterparty (such acknowledgment to be in substantially the form set out in Schedule 2 or in such form as may be specified by the Security Agent).

5.2 Notices of Charge

- (A) Each Chargor shall if requested by the Security Agent from time to time promptly deliver to the Security Agent (or procure delivery of) notices of charge (in form and substance satisfactory to the Security Agent) duly executed by, or on behalf of, the relevant Chargor and acknowledged by each of the banks or financial institutions with which any of the Accounts are opened or maintained.
- (B) The execution of this Debenture by the Chargors and the Security Agent shall constitute notice to the Security Agent of the charge created over any Account opened or maintained with the Security Agent.

5.3 Real Property: Delivery of Documents of Title

Each Chargor shall upon the execution of this Debenture, and upon the acquisition by a Chargor of any interest in any freehold, leasehold or other immovable property, either (1) deliver (or procure delivery) to the Security Agent (or a person nominated by the Security Agent) of, and the Security Agent (or any person acting on its behalf) shall be entitled to hold and retain, all deeds, certificates and other documents constituting or evidencing title relating to such property; or (2) provide an acceptable solicitors undertaking to hold the same to the order of the Security Agent.

5.4 Note of Mortgage

In the case of any Real Property, title to which is or will be registered under the Land Registration Act 2002, acquired by or on behalf of a Chargor after the execution of this Debenture, the relevant Chargor shall promptly notify the Security Agent of the title number(s) and, contemporaneously with the making of an application to the Land Registry for the registration of the relevant Chargor as the Registered Proprietor of such property, apply to the Land Registry to enter an Agreed Notice on the Charges Register of such property.

5.5 Further Advances

- (A) Subject to the terms of the Facility Agreement each Lender is under an obligation to make further Loans to the Chargors and that obligation will be deemed to be incorporated into this Debenture as if set out in this Debenture.
- (B) Each Chargor consents to an application being made to the Land Registry to enter the obligation to make further Loans on the Charges Register of any registered land forming part of the Charged Property.

5.6 Application to the Land Registry

Each Chargor consents to an application being made to enter a restriction in the Proprietorship Register of any registered land at any time forming part of the Real Property in the following terms:

"No disposition [*or specify types of disposition*] of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of Wells Fargo Bank N.A., London Branch referred to in the charges register [*or their conveyancer or [provide specific details]*] or without a certificate signed by a conveyancer that the provisions of [*specify Clause, paragraph or other particulars*] of [*specify details*] have been complied with [*or that they do not apply to the disposition*]."

5.7 Delivery of Share Certificates

The Borrower shall:

- (A) on the date of this Debenture, deposit with the Security Agent (or procure the deposit of) all certificates or other documents of title to the Shares, and stock transfer forms (executed in blank by or on behalf of the Borrower); and
- (B) promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares, notify the Security Agent of that occurrence and procure the delivery to the Security Agent of (1) all certificates or other documents of title representing such items and (2) such stock transfer forms or other instruments of transfer (executed in blank on behalf of the Borrower) in respect thereof as the Security Agent may request.

5.8 Registration of Intellectual Property

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

6. FURTHER ASSURANCE

6.1 Further Assurance: General

- (A) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in Clause 6.1(B) below.
- (B) Each Chargor shall promptly at its own cost 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)):
 - (1) to perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by the Chargors of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Property) or for the exercise of the Collateral Rights;
 - (2) to confer on the Security Agent security over any property and assets of the Chargors located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Debenture; and/or
 - (3) following an Event of Default which is continuing to facilitate the realisation of the Charged Property.

6.2 Necessary Action

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 Debenture.

6.3 Consents

- (A) The fixed security from time to time constituted by this Debenture does not extend to any Chargor's interest in the Acquisition Agreement unless and until the relevant consent has been obtained or any restriction on the creation of security over any such asset is removed.
- (B) The Borrower shall use all reasonable endeavours to obtain (in form and content satisfactory to the Security Agent) as soon as possible any consents necessary to enable the Acquisition Agreement to be the subject of an effective fixed charge or assignment pursuant to Clause 3 (*Fixed Charges, Assignments and Floating Charge*) and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the Company shall promptly deliver a copy of each consent to the Security Agent.

6.4 Implied Covenants for Title

The obligations of the Chargors under this Debenture shall be in addition to the covenants for title deemed to be included in this Debenture by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.

7. NEGATIVE PLEDGE AND DISPOSALS

7.1 Negative Pledge

Each Chargor undertakes that it shall not, at any time during the subsistence of this Debenture, create or permit to subsist any security over all or any part of the Charged Property other than security permitted pursuant to the Facility Agreement.

7.2 No Disposal of Interests

Each Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of this Debenture, except as permitted pursuant to the Facility Agreement or by this Clause 7:

- (A) dispose of (or execute any conveyance, transfer, lease or assignment of, or other right to use or occupy) all or any part of the Charged Property;
- (B) create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property;
- (C) (1) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (2) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the value of any of the Charged Property or the ability of the Security Agent to exercise any of the Collateral Rights; or
- (D) assign or otherwise dispose of any interest in any Account and no right, title or interest in relation to any Account maintained with the Security Agent, or the credit balance standing to any such Account shall be capable of assignment or other disposal.

8. SHARES AND INVESTMENTS

8.1 Shares: Before Event of Default which is continuing

Prior to the occurrence of an Event of Default which is continuing the Borrower shall:

- (A) pay all dividends, interest and other monies arising from the Shares into an Account in accordance with the terms of the Facility Agreement; and
- (B) exercise all voting rights in relation to the Shares **provided that** the Borrower shall not exercise such voting rights in any manner, or otherwise permit or agree to any (1) variation of the rights attaching to or conferred by any of the Shares or (2) increase in the issued share capital of any company whose Shares are charged pursuant to this Debenture, which in the opinion of the Security Agent would prejudice the value of, or the ability of the Security Agent to realise, the security created by this Debenture.

8.2 Shares: After Event of Default which is continuing

The Security Agent may, upon or at any time after the occurrence of an Event of Default which is continuing, at its discretion (in the name of the Borrower or otherwise and without any further consent or authority from the Borrower):

- (A) exercise (or refrain from exercising) any voting rights in respect of the Shares;
- (B) apply all dividends, interest and other monies arising from the Shares in accordance with Clause 12 (*Application of Monies*);
- (C) transfer the Shares into the name of such nominee(s) of the Security Agent as it shall require; and
- (D) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares,

in such manner and on such terms as the Security Agent may think fit, and the proceeds of any such action shall form part of the Charged Property.

8.3 Investments and Shares: Payment of Calls

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

8.4 Investments: Delivery of Documents of Title

Each Chargor shall promptly on the request of the Security Agent, deliver (or procure delivery) to the Security Agent, and the Security Agent shall be entitled to retain, all of the Investments and any certificates and other documents of title representing the Investments to which each Chargor (or its nominee(s)) is or becomes entitled together with any other document which the Security Agent may reasonably request (in such form and executed as the Security Agent may reasonably require) with a view to perfecting or improving its security over the Investments or to registering any Investment in its name or the name of any nominee(s).

8.5 Investments: Exercise of Rights

Each Chargor shall not exercise any of its rights and powers in relation to any of the Investments in any manner which, in the opinion of the Security Agent, would prejudice the value of, or the ability of the Security Agent to realise, the security created by this Debenture.

9. ACCOUNTS

9.1 Accounts: Notification and Variation

The Borrower, during the subsistence of this Debenture:

- (A) shall promptly deliver to the Security Agent on the date of this Debenture (and, if any change occurs thereafter, on the date of such change), details of each Account maintained by it with any bank or financial institution (other than with the Security Agent); and
- (B) shall not, without the Security Agent's prior written consent, permit or agree to any variation of the rights attaching to any Account or close any Account.

9.2 Accounts: Operation

- (A) The Borrower shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except as permitted pursuant to the terms of the Facility Agreement.
- (B) The Security Agent shall, upon or at any time after the occurrence of a Default, be entitled without notice to exercise from time to time all rights, powers and remedies held by it as assignee of the Accounts and to:
 - (1) demand and receive all and any monies due under or arising out of each Account; and
 - (2) exercise all such rights as the Borrower was then entitled to exercise in relation to such Account or might, but for the terms of this Debenture, exercise.

9.3 Accounts: Application of Monies

The Security Agent shall, upon or at any time after the occurrence of an Event of Default, be entitled without notice to 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 Obligations in accordance with Clause 12 (*Application of Monies*).

10. INSURANCES

10.1 Insurance: Undertakings

Each Chargor shall at all times during the subsistence of this Debenture keep the Charged Property insured in accordance with the terms of the Facility Agreement.

10.2 Insurance: Default

If any Chargor defaults in complying with Clause 23.10 (*Insurances*) of the Facility Agreement, the Security Agent may effect or renew any such insurance on such terms, in such name(s) and in such amount(s) as it reasonably considers appropriate, and all monies

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 8.5 (*Default interest*) of the Facility Agreement.

10.3 Application of Insurance Proceeds

All monies received under any Insurance Policies relating to the Charged Property shall (subject to the rights and claims of any person having prior rights to such monies), prior to the occurrence of an Event of Default, be applied accordance with the terms of the Facility Agreement; after the occurrence of an Event of Default, each Chargor shall hold such monies upon trust for the Security Agent pending payment to the Security Agent for application in accordance with Clause 12 (*Application of Monies*) and each Chargor waives any right it may have to require that any such monies are applied in reinstatement of any part of the Charged Property.

11. GENERAL UNDERTAKINGS

11.1 Intellectual Property

Each Chargor shall during the subsistence of this Debenture in respect of any Intellectual Property which is material to or required in connection with its business:

- (A) take all such steps and do all such acts as may be necessary to preserve and maintain the subsistence and the validity of any such Intellectual Property;
- (B) not use or permit any such Intellectual Property to be used in any way which may materially and adversely affect its value; and
- (C) pursue all its rights and claims under the Specific Contracts in a timely fashion.

11.2 Information and Access

Each Chargor shall from time to time on request of the Security Agent, furnish the Security Agent with such information as the Security Agent may reasonably require about the Chargor's business and affairs, the Charged Property and its compliance with the terms of this Debenture and the Chargors shall permit the Security Agent, its representatives, professional advisers and contractors, free access at all reasonable times and on reasonable notice to:

- (A) inspect and take copies and extracts from the books, accounts and records of each Chargor; and
- (B) to view the Charged Property (without becoming liable as mortgagee in possession).

11.3 Assigned Agreements

Each Chargor shall:

- (A) perform all its obligations under the Specific Contracts in a diligent and timely manner; and
- (B) not make or agree to make any amendments to any of the Specific Contracts, waive any of its rights under any of the Specific Contracts or exercise any right to terminate any of the Specific Contracts, except with the prior consent of the Security Agent.

12. ENFORCEMENT OF SECURITY

12.1 Enforcement

Upon or at any time after the occurrence of an Event of Default (as long as it is continuing) or if a Chargor requests the Security Agent to exercise any of its powers under this Debenture or if a petition or application is presented for the making of an administration order in relation to any Chargor or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of a Chargor or files such a notice with the court, the security created by or pursuant to this Debenture is immediately enforceable and the Security Agent may, without notice to the Chargors or prior authorisation from any court, in its absolute discretion:

- (A) enforce all or any part of that security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property; and
- (B) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers.

12.2 No Liability as Mortgagee in Possession

Neither the Security Agent nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable.

12.3 Right of Appropriation

To the extent that any of the Charged Property constitutes "financial collateral" and this Debenture and the obligations of the Chargors hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "**Regulations**") the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (1) in the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (2) in the case of Investments and/or Shares, the market price of such Investments and/or Shares determined by the Security Agent by reference to a public index or by such other process as the Security Agent may select, including independent valuation. In each case, the parties agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

12.4 Effect of Moratorium

The Security Agent shall not be entitled to exercise its rights under Clause 12.1 (*Enforcement*) or Clause 4 (*Crystallisation of Floating Charge*) where the right arises as a result of a continuing Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

13. EXTENSION AND VARIATION OF THE LAW OF PROPERTY ACT 1925

13.1 Extension of Powers

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

13.2 Restrictions

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to the exercise by the Security Agent of its right to consolidate all or any of the security created by or pursuant to this Debenture with any other security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to the Chargors on or at any time after the occurrence of an Event of Default (which is continuing).

13.3 Power of Leasing

The statutory powers of leasing may be exercised by the Security Agent at any time on or after the occurrence of an Event of Default which is continuing and the Security Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

14. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

14.1 Appointment and Removal

After the occurrence of an Event of Default which is continuing or if a petition or application is presented for the making of an administration order in relation to a Chargor or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of a Chargor or files such a notice with the court or if requested to do so by a Chargor, the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent), without prior notice to the Chargors:

- (A) appoint one or more persons to be a Receiver of the whole or any part of the Charged Property;
- (B) appoint two or more Receivers of separate parts of the Charged Property;
- (C) remove (so far as it is lawfully able) any Receiver so appointed;
- (D) appoint another person(s) as an additional or replacement Receiver(s); or
- (E) appoint one or more persons to be an administrator of the Chargors.

14.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 14.1 (*Appointment and Removal*) shall be:

- (A) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (B) for all purposes deemed to be the agent of the relevant Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his

remuneration and no Receiver shall at any time act as agent for the Security Agent; and

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

14.3 Statutory Powers of Appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by this Debenture) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Property.

15. POWERS OF RECEIVER

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of a Chargor) have and be entitled to exercise, in relation to the Charged Property (and any assets of the Chargors which, when got in, would be Charged Property) in respect of which he was appointed, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of the Chargors):

- (A) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (B) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (C) all the powers and rights of an absolute owner and power to do or omit to do anything which a Chargor itself could do or omit to do; and
- (D) the power to do all things (including bringing or defending proceedings in the name or on behalf of a Chargor) which seem to the Receiver to be incidental or conducive to (1) any of the functions, powers, authorities or discretions conferred on or vested in him or (2) the exercise of the Collateral Rights (including realisation of all or any part of the Charged Property) or (3) bringing to his hands any assets of the Chargors forming part of, or which when got in would be, Charged Property.

16. APPLICATION OF MONIES

All monies received or recovered by the Security Agent or any Receiver pursuant to this Debenture or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Security Agent (notwithstanding any purported appropriation by the Chargor) in accordance with clause 29 (*Application of Proceeds*) of the Facility Agreement.

17. PROTECTION OF PURCHASERS

17.1 Consideration

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

17.2 Protection of Purchasers

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

18. POWER OF ATTORNEY

18.1 Appointment and Powers

Each Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or advisable for:

- (A) carrying out any obligation imposed on the Chargors by this Debenture or any other agreement binding on the Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property) and which the Chargor has failed to do; and
- (B) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Debenture or by law (including, after the occurrence of an Event of Default, the exercise of any right of a legal or beneficial owner of the Charged Property).

18.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney appointed under Clause 18.1 (*Appointment and Powers*) in the exercise or purported exercise of all or any of his powers.

19. EFFECTIVENESS OF SECURITY

19.1 Chargors' Obligations

The obligations of each Chargor and the Collateral Rights shall not be discharged, impaired or otherwise affected by:

- (A) any winding-up, dissolution, administration or re-organisation of or other change in any Chargor or any other person;
- (B) any of the Secured Obligations being at any time illegal, invalid, unenforceable or ineffective;
- (C) any time or other indulgence being granted to any Chargor or any other person;
- (D) any amendment, variation, waiver or release of any of the Secured Obligations;

- (E) any failure to take or failure to realise the value of any other collateral in respect of the Secured Obligations or any release, discharge, exchange or substitution of any such collateral; or
- (F) any other act, event or omission which but for this provision would or might operate to impair, discharge or otherwise affect the obligations of each Chargor under this Debenture.

19.2 Continuing security

- (A) The security created by or pursuant to this Debenture shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent.
- (B) No part of the security from time to time intended to be constituted by the Debenture will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

19.3 Cumulative Rights

The security created by or pursuant to this Debenture and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Security Agent or any Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Security Agent (whether in its capacity as security trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Property shall merge into the security constituted by this Debenture.

19.4 No Prejudice

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

19.5 Remedies and Waivers

No failure on the part of the Security Agent to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right, nor shall any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

19.6 No Liability

None of the Security Agent, its nominee(s) or any Receiver shall be liable to any person by reason of (1) taking any action permitted by this Debenture or (2) any neglect or default in connection with the Charged Property or (3) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.

19.7 Partial Invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability

of the remaining provisions of this Debenture nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

19.8 Waiver of defences

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

- (A) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (B) the release of any Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (C) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (D) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor or any other person;
- (E) any amendment (however fundamental) or replacement of a Finance Document or any other document or security or of the Secured Obligations;
- (F) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security or of the Secured Obligations; or
- (G) any insolvency or similar proceedings.

19.9 Immediate recourse

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

19.10 Deferral of Rights

Until such time as the Secured Obligations have been discharged in full, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture:

- (A) to be indemnified by any Chargor;
- (B) to claim any contribution from any guarantor of any Chargor's obligations under this Debenture; and/or

to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, this Debenture by any Finance Party.]

20. RELEASE OF SECURITY

20.1 Redemption of security

Subject to Clause 20.3 (*Discharge Conditional*), below, upon the Secured Obligations being discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to a Chargor or any other person under any of the Finance Documents, the Security Agent shall, at the request and cost of the Chargors, release and cancel the security constituted by this Debenture and procure the reassignment to the Chargors of the property and assets assigned to the Security Agent pursuant to this Debenture, in each case subject to Clause 20.2 (*Avoidance of Payments*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

20.2 Avoidance of Payments

If the Security Agent considers that any amount paid or credited to any Finance Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Chargors under this Debenture and the security constituted by this Debenture shall continue and such amount shall not be considered to have been irrevocably paid.

20.3 Discharge Conditional

Any settlement or discharge between a Chargor and any Secured Party shall be conditional upon no security or payment to that Secured Party by the Chargors or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this Debenture) that Secured Party shall be entitled to recover from the Chargors the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

21. SET-OFF

The provisions of clause 33 (*Set-off*) of the Facility Agreement are incorporated in this Debenture *mutatis mutandis* as if set out here in full.

22. SUBSEQUENT SECURITY INTERESTS

22.1 Subsequent Security Interests

If the Security Agent (acting in its capacity as security trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent security affecting all or any part of the Charged Property or any assignment or transfer of the Charged Property which is prohibited by the terms of this Debenture or the Facility Agreement, all payments thereafter by or on behalf of the Chargors to the Security Agent (whether in its capacity as security trustee or otherwise) or any of the other Secured Parties 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 Obligations as at the time when the Security Agent received such notice.

23. ASSIGNMENT

Subject to the terms of the Facility Agreement the Security Agent may assign and transfer all or any of its rights and obligations under this Debenture. The Security Agent shall be entitled to disclose such information concerning the Chargors and this Debenture as the Security Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

24. NOTICES

The provisions of clause 34 (*Notices*) of the Facility Agreement are incorporated in this Debenture *mutatis mutandis* as if set out here in full.

25. DISCRETION AND DELEGATION

25.1 Discretion

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

25.2 Delegation

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

26. PERPETUITY PERIOD

The perpetuity period under the rule against perpetuities, if applicable to this Debenture, shall be the period of one hundred and twenty (120) years from the date of the Facility Agreement.

27. GOVERNING LAW

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

28. JURISDICTION

28.1 English Courts

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

28.2 Convenient Forum

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

28.3 Exclusive Jurisdiction

This Clause 28 (*Jurisdiction*) is for the benefit of the Security Agent only. As a result and notwithstanding Clause 28.1 (*English Courts*), it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions.

THIS DEBENTURE has been signed on behalf of the Security Agent and executed as a deed by each Chargor and is delivered by it on the date specified above.

SCHEDULE 1

Chargors

1.	CF Sparks Limited a company incorporated in the United Kingdom with registered number 10321004 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
2.	CF Sparks Altrincham Limited a company incorporated in the United Kingdom with registered number 10371573 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
3.	CF Sparks Andover Limited a company incorporated in the United Kingdom with registered number 10368103 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
4.	CF Sparks Aylesbury Limited a company incorporated in the United Kingdom with registered number 10368081 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
5.	CF Sparks Ayr Limited a company incorporated in the United Kingdom with registered number 10368184 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
6.	CF Sparks Barnsley Limited a company incorporated in the United Kingdom with registered number 10368121 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
7.	CF Sparks Barnstaple Limited a company incorporated in the United Kingdom with registered number 10368114 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
8.	CF Sparks Barrow-in-Furness Limited a company incorporated in the United Kingdom with registered number 10368151 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
9.	CF Sparks Bedford Limited a company incorporated in the United Kingdom with registered number 10368131 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
10.	CF Sparks Bishops Stortford Limited a company incorporated in the United Kingdom with registered number 10368204 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
11.	CF Sparks Blackburn Limited a company incorporated in the United Kingdom with registered number 10368214 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
12.	CF Sparks Blackpool Limited a company incorporated in the United Kingdom with registered number 10368143 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
13.	CF Sparks Bolton Limited a company incorporated in the United Kingdom with registered number 10368265 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD

14.	CF Sparks Boston Limited a company incorporated in the United Kingdom with registered number 10368254 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
15.	CF Sparks Brentwood Limited a company incorporated in the United Kingdom with registered number 10368618 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
16.	CF Sparks Buxton Limited a company incorporated in the United Kingdom with registered number 10368415 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
17.	CF Sparks Carmarthen Limited a company incorporated in the United Kingdom with registered number 10368467 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
18.	CF Sparks Chesterfield Limited a company incorporated in the United Kingdom with registered number 10368414 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
19.	CF Sparks Clacton Limited a company incorporated in the United Kingdom with registered number 10368413 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
20.	CF Sparks Crewe Limited a company incorporated in the United Kingdom with registered number 10368432 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
21.	CF Sparks Dorchester Limited a company incorporated in the United Kingdom with registered number 10368633 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
22.	CF Sparks Dumfries Limited a company incorporated in the United Kingdom with registered number 10368462 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
23.	CF Sparks Dundee Limited a company incorporated in the United Kingdom with registered number 10368424 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
24.	CF Sparks Dunfermline Limited a company incorporated in the United Kingdom with registered number 10368417 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
25.	CF Sparks Greenock Limited a company incorporated in the United Kingdom with registered number 10368420 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
26.	CF Sparks Halifax Limited a company incorporated in the United Kingdom with registered number 10322773 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
27.	CF Sparks Horsham Limited a company incorporated in the United Kingdom with registered number 10368428 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD

	Kingdom, W1S 3PD
28.	CF Sparks Kendal Limited a company incorporated in the United Kingdom with registered number 10368442 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
29.	CF Sparks Kettering Limited a company incorporated in the United Kingdom with registered number 10368439 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
30.	CF Sparks Kilmarnock Limited a company incorporated in the United Kingdom with registered number 10368436 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
31.	CF Sparks Kirkcaldy Limited a company incorporated in the United Kingdom with registered number 10368481 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
32.	CF Sparks Lancaster Limited a company incorporated in the United Kingdom with registered number 10368478 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
33.	CF Sparks Lowestoft Limited a company incorporated in the United Kingdom with registered number 10322791 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
34.	CF Sparks Lynn Limited a company incorporated in the United Kingdom with registered number 10371570 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
35.	CF Sparks Mansfield Limited a company incorporated in the United Kingdom with registered number 10368446 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
36.	CF Sparks Neath Limited a company incorporated in the United Kingdom with registered number 10368458 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
37.	CF Sparks Newark Limited a company incorporated in the United Kingdom with registered number 10368470 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
38.	CF Sparks Newport Limited a company incorporated in the United Kingdom with registered number 10368473 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
39.	CF Sparks Pontefract Limited a company incorporated in the United Kingdom with registered number 10368632 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
40.	CF Sparks Rochdale Limited a company incorporated in the United Kingdom with registered number 10368455 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD

41.	CF Sparks Romford Limited a company incorporated in the United Kingdom with registered number 10368451 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
42.	CF Sparks Scarborough Limited a company incorporated in the United Kingdom with registered number 10368629 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
43.	CF Sparks St Helens Limited a company incorporated in the United Kingdom with registered number 10322806 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
44.	CF Sparks Stirling Limited a company incorporated in the United Kingdom with registered number 10368615 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
45.	CF Sparks Sunderland Limited a company incorporated in the United Kingdom with registered number 10368607 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
46.	CF Sparks Sutton Limited a company incorporated in the United Kingdom with registered number 10368634 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
47.	CF Sparks Wakefield Limited a company incorporated in the United Kingdom with registered number 10323163 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
48.	CF Sparks Weymouth Limited a company incorporated in the United Kingdom with registered number 10368610 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
49.	CF Sparks Wolverhampton Limited a company incorporated in the United Kingdom with registered number 10368630 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
50.	CF Sparks Workington Limited a company incorporated in the United Kingdom with registered number 10368627 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
51.	CF Sparks Worthing Limited a company incorporated in the United Kingdom with registered number 10368622 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD
52.	CF Sparks Yeovil Limited a company incorporated in the United Kingdom with registered number 10368631 having its registered office at 5 Savile Row, London, United Kingdom, W1S 3PD

SCHEDULE 2

Details of Real Property

No.	Property	Address	Title number(s)	Tenure	Company
1.	Altrincham	56 George Street, Altrincham WA14 1RH	GM872058	Freehold	CF Sparks Altrincham Limited (company no. 10371573)
2.	Andover	58 High Street, Andover SP10 1NF	HP601247	Freehold	CF Sparks Andover Limited (company no. 10368103)
		58 High Street, Andover	HP601595	Good Leasehold	CF Sparks Andover Limited (company no. 10368103)
3.	Ashton-under-Lyne	53 Warrington Street, Ashton- under-Lyne OL6 7JG	LA154510	Freehold	CF Sparks Limited (company no. 10321004)
4.	Aylesbury	31, 33, 35 and 37 High Street and land and buildings on the West side of Britannia Street, Aylesbury HP20 1SH	BM262109	Freehold	CF Sparks Aylesbury Limited (company no. 10368081)
5.	Barnsley	17 Queen Street, Barnsley	SYK8966	Freehold	CF Sparks Barnsley Limited (company no. 10368121)
		13 and 15 Queen Street, Barnsley	SYK300825	Freehold	CF Sparks Barnsley Limited (company no. 10368121)
		7 Queen Street, Barnsley	SYK433447	Freehold	CF Sparks Barnsley Limited (company no. 10368121)
		24, 26, 28, 30 and 32 Market Street, Barnsley	YK25989	Freehold	CF Sparks Barnsley Limited (company no. 10368121)

6.	Barnstaple	78-79 High Street, Barnstaple EX31 1HX	DN452888	Freehold	CF Sparks Barnstaple Limited (company no. 10368114)
7.	Barrow-in-Furness	Marks and Spencer PLC, Dalton Road, Barrow-in-Furness LA14 1PP	CU166456	Freehold	CF Sparks Barrow-in- Furness Limited (company no. 10368151)
8.	Bedford	1 and 3 Midland Road, Bedford MK40 1PL	BD219595	Freehold	CF Sparks Bedford Limited (company no. 10368131)
9.	Bishop Auckland	23 Newgate Street, Bishop Auckland DL14 7HZ	DU247669	Freehold	CF Sparks Limited (company no. 10321004)
10.	Bishops Stortford	Land and buildings on the East side of South Street, Bishops Stortford CM23 3YJ	HD166488	Freehold	CF Sparks Bishops Stortford Limited (company no. 10368204)
11.	Blackburn	43 to 49 (odd) King William Street, Blackburn BB1 7DN	LA889699	Freehold	CF Sparks Blackburn Limited (company no. 10368214)
12.	Blackpool	49 Church Street, Blackpool FY1 1HT	LA891816	Freehold	CF Sparks Blackpool Limited (company no. 10368143)
13.	Bolton	35-43 Deansgate, Bolton BL1 1HQ	GM882859	Freehold	CF Sparks Bolton Limited (company no. 10368265)
		3 Mealhouse Lane, Bolton	LA21581 MAN25355	Leasehold Freehold	CF Sparks Bolton Limited (company no. 10368265)
14.	Boston	5 to 7 Market Place, Boston PE21 6EH	LL199343	Freehold	CF Sparks Boston Limited (company no. 10368254)
15.	Brentwood	43 and 45 High Street, Brentwood	EX275535	Freehold	CF Sparks Brentwood Limited

		CM14 4RH			(company no. 10368618)
16.	Buxton	47 to 51 Spring Gardens, Buxton SK17 6BJ	DY125149	Freehold	CF Sparks Buxton Limited (company no. 10368415)
17.	Carmarthen	Land and buildings on the west side of Cambrian Place, Carmarthen	CYM26366	Leasehold	CF Sparks Carmarthen Limited (company no. 10368467)
18.	Chesterfield	2 to 8 (even) High Street and 17 and 19 Market Place, Chesterfield	DY63646	Freehold	CF Sparks Chesterfield Limited (company no. 10368414)
19.	Clacton	35-39 Pier Avenue, Clacton-on-Sea CO15 1QE	EX662487	Freehold	CF Sparks Clacton limited (company no. 10368413)
20.	Crewe	39-47 Market Street, Crewe CW1 2EZ	CH468353	Freehold	CF Sparks Crewe Limited (company no. 10368432)
21.	Dewsbury	Land on the north and south sides of Prince Street, Dewsbury	WYK694921	Freehold	CF Sparks Limited (company no. 10321004)
22.	Dorchester	48, 48A and 48B South Street, and 1 and 2 Cedar Park Villas, Trinity Street, Dorchester DT1 1DQ	DT12222	Freehold	CF Sparks Dorchester Limited (company no. 10368633)
23.	Dover	28-30 Biggin Street, Dover CT16 1BU	K825710	Freehold	CF Sparks Limited (company no. 10321004)
24.	Grantham	Land and buildings on the east side of High Street, Grantham	LL199923	Freehold	CF Sparks Limited (company no. 10321004)
25.	Halifax	29 Woolshops, Halifax	WYK621239	Leasehold	CF Sparks Halifax Limited (company no. 10322773)
26.	Horsham	Land and buildings at Swan Walk,	WSX148846	Leasehold	CF Sparks Horsham

		Horsham RH12 1HQ			Limited (company no. 10368428)
27.	Kendal	Marks and Spencer PLC, Library Road, Kendal	CU99082	Freehold	CF Sparks Kendal Limited (company no. 10368442)
28.	Kettering	45, 47 and 49 High Street and 46, 47 and 48 Meadow Road, Kettering	NN220002	Freehold	CF Sparks Kettering Limited (company no. 10368439)
29.	Kidderminster	19 to 22 High Street, Kidderminster DY10 2DJ	HW26866	Freehold	CF Sparks Limited (company no. 10321004)
30.	King's Lynn	57 to 60 High Street and 145 Norfolk Street, King's Lynn	NK263835	Freehold	CF Sparks Lynn Limited (company no. 10371570)
31.	Lancaster	Part of 32 Penny Street, Lancaster LA1 1UA	LA727017	Freehold	CF Sparks Lancaster Limited (company no. 10368478)
		Part of 32 Penny Street, Lancaster LA1 1UA	LA727021	Leasehold	CF Sparks Lancaster Limited (company no. 10368478)
		32-34 Penny Street, Lancaster LA1 1UA	LA785940	Freehold	CF Sparks Lancaster Limited (company no. 10368478)
32.	Lowestoft	78-86a London Road North, Lowestoft NR32 1ET	SK216757	Leasehold	CF Sparks Lowestoft Limited (company no. 10322791)
		82-86 London Road North, Lowestoft NR32 1ET	SK217061	Freehold	CF Sparks Lowestoft Limited (company no. 10322791)
33.	Mansfield	10 and 12 Westgate, Mansfield NG18 1RS	NT360629	Freehold	CF Sparks Mansfield Limited (company no. 10368446)
		11 to 19 Regent	P193870	Leasehold	CF Sparks Mansfield

		Street and two ventilation ducts passing through portions of the shops constructed over the said basement			Limited (company no. 10368446)
34.	Neath	21 Green Street and 1/7 Queen Street, Neath	CYM26191	Freehold	CF Sparks Neath Limited (company no. 10368458)
35.	Newark	32 and 33 Stodman Street, Newark NG24 1AW	NT360725	Freehold	CF Sparks Newark Limited (company no. 10368470)
36.	Newport	Land and buildings on the north side of Medina Avenue, Newport	IW30990	Freehold	CF Sparks Newport Limited (company no. 10368473)
37.	Nuneaton	5-6 Market Place, Nuneaton CV11 4EA	WK396367	Freehold	CF Sparks Limited (company no. 10321004)
38.	Peterborough	Land at Wentworth Street, Peterborough PE1 1DH	CB246902	Freehold	CF Sparks Limited (company no. 10321004)
39.	Pontefract	9 Beastfair, Pontefract WF8 1AL	WYK693718	Freehold	CF Sparks Pontefract Limited (company no. 10368632)
40.	Rhyl	61-71 High Street and land in Church Street, Rhyl	CYM26036	Freehold	CF Sparks Limited (company no. 10321004)
41.	Rochdale	56 Yorkshire Street, Rochdale OL16 1JW	GM872033	Freehold	CF Sparks Rochdale Limited (company no. 10368455)
42.	Romford	39 to 43 (odd) South Street, Romford RM1 1NT	EGL422517	Freehold	CF Sparks Romford Limited (company no. 10368451)
43.	Rotherham	Land and buildings lying to the East of College Street,	SYK74511	Freehold	CF Sparks Limited (company no. 10321004)

		Rotherham			
		Land on the north east side of College Street, Rotherham	SYK433450	Freehold	CF Sparks Limited (company no. 10321004)
44.	Scunthorpe	Land and buildings on the south side of High Street, Scunthorpe DN15 6LY	HS294369	Freehold	CF Sparks Limited (company no. 10321004)
45.	Scarborough	8 Newborough, Scarborough YO11 1NA	NYK251591	Freehold	CF Sparks Scarborough Limited (company no. 10368629)
46.	Skegness	Part of 61 and 63 Lumley Road, Skegness PE25 3LS	LL204740	Leasehold	CF Sparks Limited (company no. 10321004)
		61 and 63 Lumley Road, Skegness PE25 3LS	LL204742	Freehold	CF Sparks Limited (company no. 10321004)
47.	St Helens	51 and 53 Church Street, St Helens	LA68500	Freehold	CF Sparks St Helens Limited (company no. 10322806)
		Land and buildings lying to the north of Church Street, St Helens	MS185531	Leasehold	CF Sparks St Helens Limited (company no. 10322806)
		Land on the north side of Church Street, St Helens	MS444568	Leasehold	CF Sparks St Helens Limited (company no. 10322806)
48.	Stafford	31 to 32 Gaolgate Street and Salter Street, Stafford ST16 2NT	SF440599	Freehold	CF Sparks Limited (company no. 10321004)
49.	Sunderland	Marks and Spencer, High Street West, Sunderland SR1 3BY	TY375536	Freehold	CF Sparks Sunderland Limited (company no. 10368607)
		The site of an	TY376750	Freehold	CF Sparks Sunderland

		underground tunnel beneath St Mary's Way, Sunderland			Limited (company no. 10368607)
50.	Sutton	142 to 146 (even) High Street, Sutton SM1 1LX	SGL361080	Freehold	CF Sparks Sutton Limited (company no. 10368634)
51.	Wakefield	Land adjoining 20 Kirkgate, Wakefield WF1 1SS	WYK691720	Leasehold	CF Sparks Wakefield Limited (company no. 10323163)
		18 Kirkgate, The Ridings, Wakefield WF1 1SS	WYK652869	Leasehold	CF Sparks Wakefield Limited (company no. 10323163)
		A fire escape corridor connecting the upper mall level of Riddings Shopping Centre with the ground floor of 18, Kirkgate, Wakefield	WYK711204	Leasehold	CF Sparks Wakefield Limited (company no. 10323163)
52.	Weymouth	4, 5, 7 and 8 St Mary Street, Weymouth	DT300724	Freehold	CF Sparks Weymouth Limited (company no. 10368610)
		6 St Mary Street, Weymouth	DT300723	Leasehold	CF Sparks Weymouth Limited (company no. 10368610)
53.	Wolverhampton	19-24 Dudley Street	WM771104	Freehold	CF Sparks Wolverhampton Limited (company no. 10368630)
54.	Workington	Marks & Spencer PLC, Pow Street, Workington CA14 3AG	CU4661	Freehold	CF Sparks Workington Limited (company no. 10368627)
		Land on the West side of Udale Street, Workington	CU5212	Leasehold	CF Sparks Workington Limited (company no. 10368627)

55.	Worthing	51-59 Montague Street and land in Portland Road, Worthing BN11 3BW	WSX255620	Freehold	CF Sparks Worthing Limited (company no. 10368622)
		Land and buildings on the north side of Marine Parade, Worthing	WSX40044	Leasehold	CF Sparks Worthing Limited (company no. 10368622)
56.	Yeovil	5-9 Middle Street, Yeovil and land fronting on to Silver Street	WS10754	Freehold	CF Sparks Yeovil Limited (company no. 10368631)

SCHEDULE 3

PART I

FORM OF SECURITY NOTICE & ACKNOWLEDGMENT

[FOR USE WITH BLOCKED ACCOUNTS]

To: Wells Fargo Bank N.A., London Branch

[Date]

Dear Sirs,

Debenture dated [●] between, among others, the Companies listed in Schedule 1 as Chargors and Wells Fargo Bank N.A., London Branch as Security Agent for the Finance Parties (as defined therein) (the "Security Agent") (the "Debenture")

We hereby give you notice that under the Debenture we have charged (by way of a first fixed charge) in favour of the Security Agent all accounts and all moneys (including interest) from time to time standing to the credit of those accounts with any bank, building society, financial institution or other person and the debt or debts represented thereby.

The accounts maintained with Wells Fargo Bank N.A. (the "**Accounts**") are:

1. Account Name:

Account Number:

Sort Code:

(the "**Rent Account**")

2. Account Name:

Account Number:

Sort Code:

(the "**Disposals Account**")

3. Account Name:

Account Number:

Sort Code:

(the "**Cash Trap Account**")

4. Account Name:

Account Number:

Sort Code:

(the “Cure Account”)

We irrevocably instruct and authorise you as follows:

1. You may disclose to the Security Agent, without any further reference or further instructions from us and without any enquiry by you as to the justification for such disclosure, any information relating to any Account and amounts standing to its credit as may be requested from you by the Security Agent from time to time;
2. You should send copies of all notices and communications relating to each Account to the Security Agent as well as to us;
3. The Security Agent is authorised by us to issue all instructions in relation to the Accounts and accordingly you should comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent (and for the avoidance of doubt, including any instruction given via any electronic banking service or system) without any reference to or further instructions from us and without any enquiry by you as to the justification for or validity of such notice or instructions. You should no longer accept any instructions in relation to the Accounts from us.

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

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

For the avoidance of doubt, if there is any conflict between this letter and the terms of the mandate, the account agreement or any other documentation from time to time governing the operation and maintenance of the Accounts, the terms of this letter will prevail.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at Wells Fargo Bank N.A., London Branch, 90 Long Acre, London, WC2E 9RA for the attention of Transaction Management with a copy to ourselves.

Yours faithfully,

.....
(Authorised Signatory)
[●]

Confirmed by:

.....

(Authorised Signatory)

WELLS FARGO BANK NA LONDON BRANCH AS [SECURITY AGENT]

SCHEDULE 3

PART II

FORM OF SECURITY NOTICE & ACKNOWLEDGMENT

[FOR USE WITH UNBLOCKED ACCOUNTS]

To: Wells Fargo Bank N.A., London Branch

[Date]

Dear Sirs,

Debenture dated [●] between, among others, the Companies listed in Schedule 1 as Chargors and Wells Fargo Bank N.A., London Branch as Security Agent for the Finance Parties (as defined therein) (the "Security Agent") (the "Debenture")

We hereby give you notice that under the Debenture we have charged (by way of a first fixed charge) in favour of the Security Agent all accounts and all moneys (including interest) from time to time standing to the credit of those accounts with any bank, building society, financial institution or other person and the debt or debts represented thereby.

The accounts maintained with Wells Fargo Bank N.A. (the "**Accounts**") are:

1. Account Name:

Account Number:

Sort Code:

(the "**General Account**")

2. Account Name:

Account Number:

Sort Code:

(the "**Headlease Account**")

We irrevocably instruct and authorise you as follows:

1. You may disclose to the Security Agent, without any further reference or further instructions from us and without any enquiry by you as to the justification for such disclosure, any information relating to any Account and amounts standing to its credit as may be requested from you by the Security Agent;
2. You should send copies of all notices and communications relating to each Account to the Security Agent as well as to us;
3. You may continue to accept instructions from us in relation to the Accounts until you have received written notice from the Security Agent that a Default (as defined in the Debenture)

has occurred or that it is otherwise entitled to revoke our right to give instructions in relation to the Accounts, without any obligation on your part to investigate or enquire as to the justification for or validity of such notice. Any such written notice should be served by email to the following address: payments.london@wellsfargo.com [and by phone to Marc Stemp on 00 44 207 956 4342]. On receipt of such a notice, you should implement the change of instructing party resulting from service of such a notice within such period as is reasonable in the circumstances, not to exceed 1 Business Day;

4. Following your receipt of notice under paragraph (3) above, the Security Agent is authorised by us to issue all instructions in relation to the Accounts and accordingly you should comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent without any reference to or further instructions from us and without any enquiry by you as to the justification for or validity of such notice or instructions. You should no longer accept any instructions in relation to the Accounts from us.

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

In consideration of you agreeing to comply with the instructions in this notice, we hereby agree to indemnify you on demand and to keep you indemnified in full against any costs, losses, liabilities, expenses, claims and demands (including legal fees) arising in connection with you acting upon any instructions or notices contemplated by the terms of this notice or your acknowledgement thereof other than as a result of your fraud or wilful misconduct with respect to any such instruction or notice.

We acknowledge that operation of the Accounts is subject to law and regulation relating to know-your-customer and anti-money laundering checks applicable to the operation of the Accounts, as well as to the terms and conditions of the mandate, the account agreement and any other agreement from time to time governing the maintenance and operation of the Accounts. You are not responsible (other than as required by law or regulation) for ensuring compliance by us or by the Security Agent with any applicable law or regulation and nothing in this notice will prevent you or is intended to prevent you from complying with any order, requirement or request issued by any competent court, governmental or supervisory body in relation to the Accounts.

We attach to this notice our instruction to the Security Agent to provide you with the names and specimen signatures of the representatives of the Security Agent authorised to give instructions in relation to the Accounts at any relevant time. This information may be updated by notice in writing to you by the Security Agent at any time.

Please note that we are and will remain liable to perform all the obligations assumed by us under any mandate, the account agreement or other agreement relating to each Account held by us (including the payment of periodic account fees and other treasury management and administrative fees and including any obligation resulting from any act or omission of the Security Agent) and that neither the Security Agent, any receiver nor any of their agents will at any time have any liability to you regarding any Account.

You may deduct or set off from the General Account such of your fees and service charges relating to the servicing and maintenance of the Accounts as are due and payable from time to time in

accordance with the mandate, account agreement or other agreement relating to the operation and maintenance of the Accounts.

To the extent the same are not promptly paid or repaid by us or one of our affiliates in cleared funds.

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

For the avoidance of doubt, if there is any conflict between this letter and the terms of the mandate, the account agreement or any other documentation from time to time governing the operation and maintenance of the Accounts, the terms of this letter will prevail.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at Wells Fargo Bank N.A., London Branch, 90 Long Acre, London, WC2E 9RA for the attention of Transaction Management with a copy to ourselves.

Yours faithfully,

.....
(Authorised Signatory)
[●]

Confirmed by:

.....
(Authorised Signatory)
WELLS FARGO BANK NA LONDON BRANCH AS [SECURITY AGENT]

SCHEDULE 3

PART III

FORM OF NOTICE FOR INSURANCE POLICIES

To: [Insurer]

Date: [***]

Dear Sirs,

We hereby give you notice that we have assigned to Wells Fargo Bank N.A., London Branch (the "**Security Agent**") pursuant to a debenture entered into by us in favour of the Security Agent dated [***] all our right, title and interest in and to the proceeds of *[insert details of relevant insurance policy]* (the "**Policy of Insurance**").

With effect from your receipt of this notice we instruct you to:

1. make all payments and claims under or arising from the Policy of Insurance into *[insert details of the Deposit Account]* or to such other account as the Security Agent may specify in writing from time to time;
2. name the Security Agent (as agent and trustee for the Secured Parties) as co-insured and first loss payee for all claims in excess of £50,000 under the Policy of Insurance; and
3. disclose to the Security Agent, without further approval from us, such information regarding the Policy of Insurance as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Policy of Insurance.

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 Policy of Insurance (including all rights to compel performance) belong to and are exercisable by the Security Agent.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent at [90 Long Acre, London, WC2E 9RA] marked for the attention of [Head of Relationship Management].

Yours faithfully,

.....
for and on behalf of

[*name of Chargor*]

[On copy only:

To: Wells Fargo Bank N.A., London Branch
90 Long Acre
London, WC2E 9RA

Attention: [Head of Relationship Management]

We acknowledge receipt of a notice in the terms set out above and confirm that we 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 such notice and that we will comply with the terms of that notice.

We further confirm that no amendment or termination of the Policy of Insurance shall be effective unless we have given the Security Agent thirty days written notice of such amendment or termination.

For and on behalf of [*insurer*]

By:

Dated:

SCHEDULE 3

PART IV

FORM OF NOTICE OF ASSIGNMENT OF SPECIFIC CONTRACT

To: [***]

Date: [***]

Dear Sirs,

We hereby give you notice that we have assigned to Wells Fargo Bank N.A., London Branch (the "**Security Agent**") pursuant to a debenture entered into by us in favour of the Security Agent dated [***] all our right, title and interest in and to *[details of contract/lease]* (the "[**Contract**]/[**Lease**]") including all monies which may be payable in respect of the [**Contract**]/[**Lease**].

With effect from your receipt of this notice:

1. all payments by you to us under or arising from the [**Contract**]/[**Lease**] should be made *[insert details of the relevant Account]* or to such other account as the Security Agent may specify in writing from time to time;
2. all remedies provided for in the [**Contract**]/[**Lease**] or available at law or in equity are exercisable by the Security Agent;
3. all rights to compel performance of the [**Contract**]/[**Lease**] are exercisable by the Security Agent although we shall remain liable to perform all the obligations assumed by it under the [**Contract**]/[**Lease**];
4. all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the [**Contract**]/[**Lease**] belong to the Security Agent and no changes may be made to the terms of the [**Contract**]/[**Lease**] nor may the [**Contract**]/[**Lease**] be terminated without the Security Agent's consent; and
5. you are authorised and instructed, without requiring further approval from us, to provide the Security Agent with such information relating to the [**Contract**]/[**Lease**] (which you are required under the terms of the [**Contract**]/[**Lease**] to provide to us) as it may from time to time request and to send it copies of all notices issued by you under the [**Contract**]/[**Lease**] to the Security Agent as well as to us.

These instructions may not be revoked, nor may the terms of the [**Contract**]/[**Lease**] be amended, varied or waived without the prior written consent of the Security Agent.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [90 Long Acre, London, WC2E 9RA] marked for the attention of [Head of Relationship Management].

Yours faithfully,

.....
for and on behalf of

[*name of Chargor*]

[On copy only:

To: Wells Fargo Bank N.A., London Branch
90 Long Acre
London, WC2E 9RA

Attention: [Head of Relationship Management]

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the [Contract]/[Lease] and that we will comply with the terms of that notice.

We further confirm that:

- (a) we shall make all payments under or arising from the [Contract]/[Lease] into [*insert details of the relevant Account*] or to such other account as the Security Agent may specify in writing from time to time;
- (b) no amendment, waiver or release of any of such rights, interests and benefits shall be effective without the prior written consent of the Security Agent unless it is of a minor, technical or non-operational nature which could not reasonably be expected to adversely affect the interests of the Security Agent or any person for which the Security Agent holds the benefit of the debenture on trust for;
- (c) no termination of such rights, interests or benefits shall be effective unless we have given the Security Agent thirty days written notice of the proposed termination, specifying the action necessary to avoid such termination; and
- (d) no breach or default on the part of [*Chargor*] of any of the terms of the [Contract]/[Lease] shall be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

For and on behalf of [***]

By:

Dated:

The Chargors

Executed as a deed on behalf of CF SPARKS)
LIMITED acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name: Danielle Elizabeth O'Hare

Witness Address:
..... Hogan Lovells
..... International LLP
..... Atlantic House
..... Holborn Viaduct
..... London EC1A 2FG

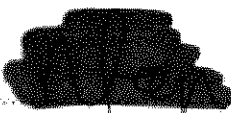
Witness Occupation: Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
ALTRINCHAM LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

.....
Hogan Lovells
.....
International LLP
.....
Atlantic House
.....
Holborn Viaduct
.....
London EC1A 2FG

Witness Occupation:

Solicitor
.....

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
ANDOVER LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

..... Hogan Lovells
..... International LLP
..... Atlantic House
..... Holborn Viaduct
..... London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
AYLESBURY LIMITED)
acting by a director in the presence of:)

Director

Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
AYR LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

.....
Hogan Lovells
International LLP
.....
Atlantic House
Holborn Viaduct
.....
London EC1A 2FG
.....

Witness Occupation:

Solicitor
.....

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
BARNSELY LIMITED)
acting by a director in the presence of:)

.....
Director

.....
Signature of witness

Witness Name: Danielle Elizabeth O'Hare

Witness Address:
Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation: Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
BARNSTAPLE LIMITED)
acting by a director in the presence of:)


Director


Signature of witness

Witness Name: Danielle Elizabeth O'Hare.

Witness Address: Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation: Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0)20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
BARROW-IN-FURNESS LIMITED)
acting by a director in the presence of:)

.....
Director

.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

.....
Hogan Lovells
International LLP
.....
Atlantic House
Holborn Viaduct
.....
London EC1A 2FG

Witness Occupation:

Solicitor

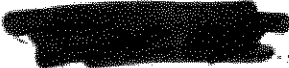
Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
BEDFORD LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

..... Hogan Lovells
..... International LLP
..... Atlantic House
..... Holborn Viaduct
..... London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CE SPARKS)
BISHOPS STORTFORD LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name: *Danielle Elizabeth O'Hare*

Witness Address: Hogan Lovells
..... International LLP
..... Atlantic House
..... Holborn Viaduct
..... London EC1A 2FG

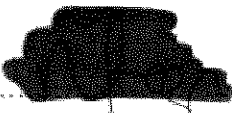
Witness Occupation: *Solicitor*

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Pegan

Executed as a deed on behalf of CF SPARKS)
BLACKBURN LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

.....
Hogan Lovells
.....
International LLP
.....
Atlantic House
.....
Holborn Viaduct
.....
London EC1A 2FG

Witness Occupation:

Solicitor
.....

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
BLACKPOOL LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth Offore

Witness Address:

.....
Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
BOLTON LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

.....
Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG
.....

Witness Occupation:

Solicitor
.....

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
BOSTON LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth Otte

Witness Address:

.....
Hogan Lovells
.....
International LLP
.....
Atlantic House
.....
Holborn Viaduct
.....
London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
BRENTWOOD LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hara

Witness Address:

.....
Hogan Lovells
.....
International LLP
.....
Atlantic House
.....
Holborn Viaduct
.....
London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
BUXTON LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elisabeth O'Hare

Witness Address:

.....
Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
.....
London EC1A 2FG

Witness Occupation:

Solicitor
.....

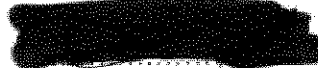
Address: 5, Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
CARMARTHEN LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

.....
Hogan Lovells
.....
International LLP
.....
Atlantic House
.....
Holborn Viaduct
.....
London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
CHESTERFIELD LIMITED)
acting by a director in the presence of:)

Director

Signature of witness

Witness Name:

Danielle Elizabeth O'Hara

Witness Address:

Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
CLACTON LIMITED)
acting by a director in the presence of:)

.....
Director

.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hara

Witness Address:

.....
Hogan Lovells
.....International LLP.....
Atlantic House
.....Holborn Viaduct.....
London EC1A 2FG

Witness Occupation:

Solicitor.....

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
CREWE LIMITED)
acting by a director in the presence of:)


Director


Signature of witness

Witness Name: Denick Elizabeth Offore

Witness Address:
Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation: Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
DORCHESTER LIMITED)
acting by a director in the presence of:)


.....
Director


Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

.....
Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG
.....

Witness Occupation:

Solicitor
.....

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
DUMFRIES LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

.....
Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG
.....

Witness Occupation:

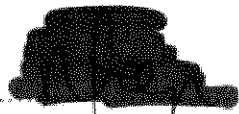
Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
DUNDEE LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

.....
Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
DUNFERMLINE LIMITED)
acting by a director in the presence of:)

Director

Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation:

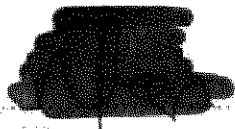
Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
GREENOCK LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

.....
Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
.....
London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
HALIFAX LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

.....
Hogan Lovells
.....
International LLP
.....
Atlantic House
.....
Holborn Viaduct
.....
London EC1A 2FG

Witness Occupation:

Salvator

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
HORSHAM LIMITED.)
acting by a director in the presence of.)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hara

Witness Address:

.....
Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG
.....

Witness Occupation:

Solicitor
.....

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0)20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
KENDAL LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

David Elizabeth O'Hare

Witness Address:

.....
Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation:

Solicitor
.....

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CE SPARKS)
KETTERING LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name: *Danielle Elizabeth O'Hare*

Witness Address:
Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

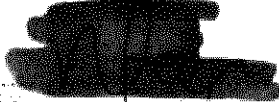
Witness Occupation: *Solicitor*

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
KILMARNOCK LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name: Donielle Elizabeth O'Hare

Witness Address:
Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

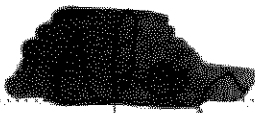
Witness Occupation: Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0)20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
KIRKCALDY LIMITED)
acting by a director in the presence of:)


Director


Signature of witness

Witness Name:

Danielle Elizabeth Otter

Witness Address:

Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation:

Solitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
LANCASTER LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

.....
Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG
.....

Witness Occupation:

Solicitor
.....

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
LOWESTOFT LIMITED)
acting by a director in the presence of:)

.....
Director

.....
Signature of witness

Witness Name:

Dorelle Elizabeth O'Hare

Witness Address:

.....
Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation:

Salient

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
LYNN LIMITED)
acting by a director in the presence of:)


Director


Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
MANSFIELD LIMITED)
acting by a director in the presence of: }


Director


Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
NEATH LIMITED)
acting by a director in the presence of:)


Director


Signature of witness

Witness Name:

Danielle Elizabeth Offore

Witness Address:

Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
NEWARK LIMITED)
acting by a director in the presence of:)


Director


Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation:

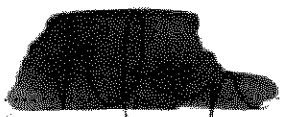
Sister

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
NEWPORT LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

..... Hogan Lovells
..... International LLP
..... Atlantic House
..... Holborn Viaduct
..... London EC1A 2FG

Witness Occupation:

Scholar

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
PONTEFRAC T LIMITED)
acting by a director in the presence of:)


Director


Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2EG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
ROCHDALE LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth Offore

Witness Address:

.....
Hogan Lovells
International LLP
.....
Atlantic House
Holborn Viaduct
.....
London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
ROMFORD LIMITED)
acting by a director in the presence of:)


Director


Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
SCARBOROUGH LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Brien

Witness Address:

.....
Hogan Lovells
International LLP
.....
Atlantic House
Holborn Viaduct
.....
London EC1A 2FG

Witness Occupation:

Salvator

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
ST HELENS LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hara

Witness Address:

.....
Hogan Lovells
International LLP
.....
Atlantic House
.....
Holborn Viaduct
.....
London EC1A 2FG

Witness Occupation:

Solicitor
.....

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
STIRLING LIMITED)
acting by a director in the presence of:)

.....
Director

.....
Signature of witness

Witness Name:

Danielle Elizabeth Offore

Witness Address:

.....
Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation:

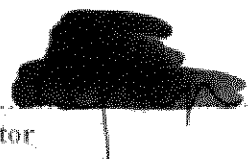
Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
SUNDERLAND LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Donella Elizabeth Oltre

Witness Address:

.....
Hogan Lovells
.....
International LLP
.....
Atlantic House
.....
Holborn Viaduct
.....
London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Pegan

Executed as a deed on behalf of CF SPARKS)
SUTTON LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

.....
Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG
.....

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
WAKEFIELD LIMITED)
acting by a director in the presence of:)

.....
Director

.....
Signature of witness

Witness Name: Danielle Elizabeth Attire

Witness Address:
Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation: Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
WEYMOUTH LIMITED)
acting by a director in the presence of:)

.....
Director

.....
Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

.....
Hogan Lovells
International LLP.....
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
WOLVERHAMPTON LIMITED)
acting by a director in the presence of:)


Director


Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
WORKINGTON LIMITED)
acting by a director in the presence of:)

Director

Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
WORTHING LIMITED)
acting by a director in the presence of:)


Director


Signature of witness

Witness Name:

Danielle Elizabeth O'Hare

Witness Address:

Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation:

Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

Executed as a deed on behalf of CF SPARKS)
YEOVIL LIMITED)
acting by a director in the presence of:)


.....
Director


.....
Signature of witness

Witness Name: Danielle Elizabeth Otte

Witness Address:
Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Witness Occupation: Solicitor

Address: 5 Savile Row, London, W1S 3PD

Fax: +44(0) 20 7290 5601

Attention: Nick Fegan

The Security Agent

Signed by
WELLS FARGO BANK N.A., LONDON
BRANCH


.....
Authorised signatory

By: MATTHIAS AKSOY

Address: 90 Long Acre, London WC2E 9RA

Fax: +44 (0) 20 7759 7672

Attention: Head of Relationship Management