



Registration of a Charge

Company Name: **SNOWDOME LIMITED**

Company Number: **03817394**



XB6KV64Z

Received for filing in Electronic Format on the: **20/06/2022**

Details of Charge

Date of creation: **07/06/2022**

Charge code: **0381 7394 0007**

Persons entitled: **GARY STEPHEN BAKER ACTING AS SECURITY TRUSTEE**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GOWLING WLG (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3817394

Charge code: 0381 7394 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th June 2022 and created by SNOWDOME LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th June 2022 .

Given at Companies House, Cardiff on 22nd June 2022

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



Companies House



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

Private & Confidential

EXECUTION VERSION

Dated 7 June 2022

THE COMPANIES LISTED IN SCHEDULE 1 (1)

AND

GARY STEPHEN BAKER
(AS SECURITY TRUSTEE) (2)

DEBENTURE

This Debenture is subject to the terms of an Intercreditor Agreement defined in this Debenture

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THIS DEED is made on

7 June

2022

BETWEEN:

- (1) **THE COMPANIES** whose details are set out in schedule 1 (the "**Companies**" and each a "**Company**")

in favour of

- (2) **GARY STEPHEN BAKER** whose address is 7 Hillmorton Road, Rugby CV22 5DF (the "**Security Trustee**") acting as the Security Trustee on behalf of the Security Beneficiaries (as defined below) pursuant to the Security Trust Deed (as defined below)

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Account Bank means any bank or financial institution with whom a Company holds an account from time to time;

Charged Property means all the assets of a Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to this Deed;

Collateral Rights means all rights, powers and remedies of the Security Trustee provided by or pursuant to this Deed or by law;

EU Regulation means Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast) as incorporated in its unamended version into English law by the European Union (Withdrawal) Act 2018;

Event of Default	means any event of default (however described) specified in the conditions of the Loan Note Instruments;
Finance Documents	means this Deed, the Loan Note Instruments, the Loan Notes, the Intercreditor Agreement and any document, certificate or instrument executed in connection therewith or pursuant thereto and any other document designated as a " Finance Document " from time to time between the Security Trustee and SCL, each as amended, novated, supplemented, extended or restated from time to time;
Financial Collateral	shall have the same meaning as in the Financial Collateral Regulations;
Financial Collateral Regulations	means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003/3226);
Floating Charge Property	has the meaning given in clause 3.1(o);
Insurance Policy	means any policy of insurance and cover note in which a Company may from time to time have an interest;
Intellectual Property	means: <ul style="list-style-type: none"> (a) patents (including supplementary protection certificates), trade marks, service marks, registered designs, utility models, petty patents, design rights, trade or business names, domain names, copyrights, database rights, logos, get-up and topography rights, inventions, rights to equitable remuneration, rights to and in trade secrets and other confidential information and know-how (whether or not any of these is registered or capable of registration) together with all pending applications for, and renewals and extensions of, and all rights to apply for registration or other protection of, or to claim priority in relation to, any of the above;

(b) all other intellectual property and related rights and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of the above in any part of the world; and

(c) all Related Rights;

Intercreditor Agreement

means the intercreditor deed to be entered into on or about the date of this Deed between (among others) the Senior Lender and the Security Trustee;

Investment Derivative Rights

means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment;

Investments

means:

(a) any stocks, shares, loan capital, bonds or other securities, whether held directly by or to the order of a Company or by any trustee, fiduciary or clearance system on its behalf; and

(b) all Related Rights (including all rights against any such trustee, fiduciary or clearance system);

Issuer

means the issuer of any Investment;

Loan Note Instruments

means the Series A Loan Note Instrument and the Series B Loan Note Instrument;

Loan Notes

means the Series A Loan Notes and the Series B Loan Notes;

Material Contracts

means:

(a) the agreements (if any) listed in schedule 4 (*The Material Contracts*);

(b) any other contract entered into by a Company that may from time to time be identified in writing by the Security Trustee as a Material Contract; and

(c) all Related Rights;

Noteholders

means the holders, from time to time, of the Series A Loan Notes and the Series B Loan Notes;

Notice of Assignment

means a notice of assignment in substantially the form set out in schedule 3 or in such other form as may be agreed between the Security Trustee and a Company;

Permitted Security

means:

(a) any netting or set-off arrangement entered into by a Company in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;

(b) any lien arising by operation of law and in the ordinary course of trading;

(c) any Security granted in favour of the Senior Lender to the extent that the priority of such Security is regulated by the Intercreditor Agreement;

(d) any Security permitted pursuant to the terms of the Finance Documents; or

(e) any Security otherwise expressly permitted by the Security Trustee;

Plant and Machinery

means:

(a) all equipment, machinery and all other assets of a similar nature which are now, or at any time after the date of this Deed become, the property of a Company;

and

(b) all Related Rights;

Principal Debtor

means any Company insofar only as it owes money or has incurred liabilities to the Security Beneficiaries except as a Guarantor;

Real Property

means a Company's estates or interests in all freehold (including commonhold), leasehold or other immovable property, and any buildings, fixtures or fittings from time to time situated on or forming part of such property, and includes all Related Rights;

Receivables

means:

(a) all present and future book and other debts and monetary claims owing to a Company; and

(b) all Related Rights;

Receiver

means a receiver or receiver and manager or administrative receiver appointed pursuant to the provisions of this Deed or any applicable law;

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, contract, agreement for sale or agreement for lease in respect of that asset (which may subsist now or in the future);

(c) all rights, benefits, rents, deposits, goodwill, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset (which may subsist now or in the future); and

(d) any income, moneys and proceeds paid or payable in respect of that asset (including interest or any judgment or order to pay a sum of money);

SCL means Snowdome Corporation Limited (company number 14053070);

Secured Obligations means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, owed by any Company to any Security Beneficiary as trustee for the Security Beneficiaries under or in connection with any of the Finance Documents together with all costs, charges and expenses incurred by any Security Beneficiary in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities and shall include interest on the above from the date of demand until the date of payment in full (as well after as before any judgment) calculated on a daily basis at the rate determined in accordance with any agreement between SCL and the Security Trustee or, in the absence of any such agreement, at the rate of two per cent per annum above the Bank of England base rate from time to time;

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

Security Beneficiaries means the Security Trustee and the Noteholders;

Security Financial Collateral Arrangement shall have the same meaning as in the Financial Collateral Regulations;

Security Trust Deed means the security trust deed dated on or around the date of this Deed and made between the Security Trustee and Gary Stephen Baker as original series A noteholder and original

series B noteholder;

Senior Discharge Date	means the date on which all liabilities to the Senior Lender have been fully and irrevocably paid or discharged and the Senior Lender are under no further obligation to provide any financial accommodation to the Companies;
Senior Lender	means Barclays Bank plc;
Series A Loan Note Instrument	means the loan note instrument entered into on or about the date of this Deed executed by SCL constituting the Series A Loan Notes;
Series A Loan Notes	means the £2,650,000 fixed rate, guaranteed secured loan notes 2027 constituted by the Series A Loan Note Instrument from time to time, or as the case may be the principal amount from time to time issued and paid up and outstanding, and "principal amount" shall be construed accordingly or as the case may be the principal amount from time to time issued and paid up and outstanding, and "principal amount" shall be construed accordingly;
Series B Loan Note Instrument	means the loan note instrument dated on or around the date of this Deed executed by SCL constituting the Series B Loan Notes;
Series B Loan Notes	means the £1,000,000 fixed rate, guaranteed secured loan notes 2027 of SCL constituted by the Series B Loan Note Instrument and paid up and outstanding, and "principal amount" shall be construed accordingly or as the case may be the principal amount from time to time issued and paid up and outstanding, and "principal amount" shall be construed accordingly.

1.2 Interpretation

In this Deed:

- (a) clause and schedule headings are for convenience of reference only and shall not affect the construction of this Deed;
- (b) references to clauses and schedules are references to the clauses of and schedules to this Deed;
- (c) references to this Deed or any other agreement or instrument shall be construed as references to that agreement or instrument as amended, novated, supplemented, extended or restated from time to time;
- (d) references to a person shall be construed to include that person's assigns, transferees or successors in title and shall be construed as including any individual, firm, trust, partnership, joint venture, company, corporation, unincorporated body of persons or any state or agency thereof, whether or not having separate legal personality;
- (e) references to a provision of law are references to that provision as amended, re-enacted or restated;
- (f) words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- (g) an Event of Default is "continuing" if it has not been waived by the Security Trustee in writing;
- (h) the word "including" shall not be construed as limiting the generality of the words preceding it; and
- (i) a reference to any statutory provision includes any equivalent or analogous statutory provision under the laws of any other applicable jurisdiction.

- 1.3 If, before the Senior Discharge Date, there is any inconsistency between any provision of this Deed and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail.

1.4 Third Party Rights

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

1.5 Incorporation of Terms

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

1.6 Effect as a Deed

This Deed is intended to take effect as a deed, notwithstanding that the Security Trustee may have executed it under hand only.

1.7 Intercreditor Agreement

This Deed is or will be subject to the terms of the Intercreditor Agreement.

2 COVENANT TO PAY

Each Company covenants that it will pay and discharge the Secured Obligations to the Security Beneficiaries, on demand as and when due.

3 GRANT OF SECURITY

3.1 Charges

Each Company with full title guarantee charges in favour of the Security Trustee, as security trustee for the Secured Beneficiaries, as continuing security for the payment and discharge of the Secured Obligations:

- (a) by way of legal mortgage, the Real Property and all Related Rights owned by it;
- (b) by way of fixed charge, any Real Property and all Related Rights now or at any time after the date of this Deed belonging to the Company (other than property charged

under clause 3.1(a) above);

- (c) by way of fixed charge, all Plant and Machinery and other fixtures and fittings attached to any Real Property;
- (d) by way of fixed charge, all vehicles, computers, office and other equipment owned by the Company, both present and future;
- (e) by way of fixed charge:
 - (i) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person; and
 - (ii) all Related Rights in relation to the accounts charged pursuant to clause 3.1(e)(i) above;
- (f) by way of fixed charge, all present and future Receivables, other than those validly and effectively assigned under clause 3.3;
- (g) by way of fixed charge, other than those validly and effectively assigned under clause 3.3:
 - (i) all present and future Investments;
 - (ii) all Investment Derivative Rights;
 - (iii) where any Investment is held in a system for the deposit and settlement of transactions in Investments, all rights against the operator of such system or any participant in respect of such Investment;
- (h) by way of fixed charge, all present and future Intellectual Property;
- (i) by way of fixed charge, the goodwill of the Company;
- (j) by way of fixed charge, the uncalled capital of the Company;
- (k) by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under clause 3.3;

- (l) by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under clause 3.3;
- (m) by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them;
- (n) by way of fixed charge, all rights, interests and claims in any pension fund now or in the future;
- (o) by way of floating charge, the whole of the Company's undertaking and assets, present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland, other than any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by this Deed (the "**Floating Charge Property**").

3.2 **Qualifying Floating Charge**

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by this Deed.

3.3 **Security Assignment**

Each Company with full title guarantee assigns to the Security Trustee, as trustee for the Security Beneficiaries as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to:

- (a) the Material Contracts;
- (b) the Insurance Policies;
- (c) the Investments; and
- (d) the Receivables.

3.4 To the extent that the Charged Property constitutes Financial Collateral, each Company agrees that such Charged Property shall be held or designated so as to be under the control of the Security Trustee (or by a person acting on its behalf) for the purposes of the Financial

Collateral Regulations. To the extent that the Charged Property constitutes Financial Collateral and is subject to a Security Financial Collateral Arrangement created by or pursuant to this Deed, the Security Trustee shall have the right at any time after this Deed becomes enforceable, to appropriate all or any part of that Charged Property in or towards the payment or discharge of the Secured Obligations. The value of any Charged Property appropriated in accordance with this clause shall be (a) in the case of cash, the amount standing to the credit of any account, together with accrued but unposted interest, at the time the right of appropriation is exercised, and (b) in the case of Investments, the market price of that Charged Property at the time the right of appropriation is exercised, as listed on any recognised market index, or as determined by such other method as the Security Trustee may select (acting reasonably). Each Company agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations.

4 NEGATIVE PLEDGE

- 4.1 The Companies shall not create or permit to subsist any Security over any of the Charged Property other than Permitted Security.
- 4.2 The Companies shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property other than the Floating Charge Property in the ordinary course of trading on an arm's length basis or as otherwise permitted pursuant to the Finance Documents.

5 CRYSTALLISATION OF FLOATING CHARGE

- 5.1 The Security Trustee may at any time by notice in writing to a Company immediately convert the floating charge created by clause 3.1(o) into a fixed charge as regards any property or assets specified in the notice if:
- (a) an Event of Default (howsoever described) has occurred and is continuing; or
 - (b) the Security Trustee reasonably 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 Trustee reasonably considers that it is desirable in order to protect the priority of the security.

5.2 If, without the prior written consent of the Security Trustee:

- (a) a Company disposes of any of the Floating Charge Property other than in the ordinary course of trading on an arms length basis or as otherwise permitted pursuant to Finance Documents; or
- (b) any steps are taken for any of the Charged Property to become subject to any Security in favour of any other person; or
- (c) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
- (d) a resolution is passed or an order is made for the winding-up, dissolution, or re-organisation of or any steps are taken for the appointment of an administrator in respect of a Company,

the floating charge created under clause 3.1(o) by any Company will automatically be converted (without notice) with immediate effect into a fixed charge in respect of the relevant Floating Charge Property.

5.3 At any time after the floating charge constituted under this Deed shall have crystallised as a fixed charge over all or part of the Charged Property pursuant to this clause 5 but before the appointment of any Receiver pursuant hereto, the said fixed charge shall upon the written consent of the Security Trustee cease to attach to the assets then subject to the fixed charge and shall again subsist as a floating charge.

5.4 The floating charge created under this Deed shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of a Company.

6 PERFECTION OF SECURITY

6.1 Deposit of Title Documents

Immediately following the Senior Discharge Date (or, if later, the date of acquisition of the relevant Charged Property), each Company shall deposit with the Security Trustee:

- (a) all deeds and documents of title relating to the Charged Property;
- (b) all Insurance Policies to which the Company is entitled to possession; and
- (c) at the request of the Security Trustee, all certificates relating to the Investments together with stock transfer forms executed in blank and other documents as the Security Trustee may from time to time require for perfecting its title to the Investments or for vesting or enabling it to vest the Investments in itself or its nominees or in any purchaser and declarations of trust in favour of the Company executed by all persons (other than that Company) in whose name the Investments are registered.

6.2 Notices of Assignment

Each Company shall, immediately following the Senior Discharge Date (and immediately upon the obtaining of any Insurance Policy, the opening of any bank account or the execution of any Material Contract after the Senior Discharge Date (as applicable)):

- (a) give notice in the form set out in schedule 3 (*Form of Notice of Assignment to Account Bank*) to each Account Bank of the charging of the Company's rights and interest in its bank accounts and shall use its reasonable endeavours to procure that each Account Bank will promptly provide an acknowledgement to the Security Trustee in the form set out in schedule 3 (*Form of Acknowledgement from Account Bank*);
- (b) give notice in the form set out in schedule 3 (*Form of Notice of Assignment to Contract Counterparty*) to each person with whom the Company has entered into a Material Contract of the assignment of the Company's rights and interest in and under such Material Contract and shall use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Trustee in the form set out in schedule 3 (*Form of Acknowledgement from Contract Counterparty*);

- (c) give notice in the form set out in of schedule 3 (*Form of Notice of Assignment to Insurers*) to each insurer with whom the Company has an Insurance Policy of the assignment of the Company's rights and interest in and under such Insurance Policy and shall use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Trustee in the form set out in schedule 3 (*Form of Acknowledgement from Insurers*); and
- (d) give notice in the form set out in schedule 3 (*Form of Notice of Assignment to Issuer of Investments*) to each Issuer of each Investment of the assignment of the Company's rights and interest in and under such Investment and shall use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Trustee in the form set out in schedule 3 (*Form of Acknowledgement from Issuer of Investments*).

6.3 Registration of Intellectual Property

Each Company shall, if requested by the Security Trustee at any time after the Senior Discharge Date, execute all such documents and do all acts that the Security Trustee may reasonably require to record the interest of the Security Trustee in any registers relating to any registered Intellectual Property.

6.4 Land Registry disposal restriction

In respect of any Real Property or part of or interest in any Real Property title to which is registered at the Land Registry (or any unregistered land subject to first registration), each Company shall apply or consent to an application being made to the Chief Land Registrar to enter the following restriction on the Register of Title for such Real Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Deed dated [] in favour of Gary Stephen Baker (as security trustee)."

6.5 Tacking

The obligation on the part of the Security Beneficiaries to make further advances to any Company is deemed to be incorporated in this Deed and each Company shall apply to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title of all present and future registered Real Property.

7 FURTHER ASSURANCE

7.1 Each Company shall, at its own expense, promptly take whatever action the Security Trustee may require for:

- (a) creating, perfecting or protecting the Security intended to be created by this Deed; and
- (b) facilitating the realisation of any of the Charged Property or the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver in respect of any of the Charged Property,

including the execution of any security (including a legal charge over any Real Property acquired after the date of this Deed) or other document (in such form as the Security Trustee may reasonably require), the giving of any notice and the making of any registration which the Security Trustee may think expedient.

8 REPRESENTATIONS

8.1 Each Company represents and warrants to the Security Trustee on the date of this Deed, and on the first day of each month by reference to the facts and circumstances then existing that:

- (a) the Charged Property is, or when acquired will be, legally and beneficially owned by the Company free of any Security other than Security created by this Deed or Permitted Security;
- (b) this Deed creates the Security which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Company or otherwise;
- (c) save as disclosed in writing by SCL to the Security Trustee before the date of this Deed, no litigation, arbitration or administrative proceedings are currently taking place or are threatened in relation to any of the Charged Property;
- (d) the Investments are fully paid; and
- (e) for the purposes of the EU Regulation, the Company's centre of main interests (as that expression is used in Article 3(1) of the EU Regulation), is situated in England

and Wales and the Company has no other "establishment" (as that term is used in Article 2(10) of the EU Regulation) in any other jurisdiction.

9 UNDERTAKINGS

Each Company covenants and agrees with the Security Trustee that it will, during the continuance of the security constituted by this Deed:

9.1 Charged Property Generally

- (a) permit the Security Trustee (or its designated representatives), on reasonable written notice:
 - (i) access during normal office hours to the accounting records of the Company and to any documents and records relating to the Charged Property; and
 - (ii) to inspect, take extracts from, and make copies of, the same,and to provide (at the Company's expense), such clerical and other assistance which the Security Trustee may reasonably require to do this;
- (b) comply in all material respects with all obligations in relation to the Charged Property under any present or future law, regulation, order or instrument of any competent authority or other approvals, licences or consents;
- (c) comply with all material covenants and obligations affecting any of the Charged Property or the manner of use of any of it;
- (d) not enter into any onerous or restrictive obligation affecting any of the Charged Property;
- (e) provide the Security Trustee with all information which it may reasonably request in relation to the Charged Property; and
- (f) not do, cause or permit to be done or omit to do anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Property.

9.2 **Property matters**

- (a) notify the Security Trustee within 14 days of receipt of every material notice, order or proposal given, or made in relation to, the Real Property by any competent authority and (if required by the Security Trustee) immediately provide it with a copy of the same and either:
 - (i) comply with such notice, order or proposal; or
 - (ii) make such objections to the same as the Security Trustee may require or approve;
- (b) duly and punctually pay all rates, rents, taxes and other outgoings owed by it in respect of the Real Property;
- (c) maintain all buildings and erections forming part of the Charged Property in a good state of repair subject to fair wear and tear;
- (d) not, except with the prior written consent of the Security Trustee (acting reasonably) confer on any person:
 - (i) any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
 - (ii) any right or licence to occupy any land or buildings forming part of the Real Property; or
 - (iii) any licence to assign or sub-let any part of the Real Property;
- (e) not carry out any development within the meaning of section 55 of the Town and Country Planning Act 1990 without first obtaining such permissions as may be required under applicable legislation and, in the case of development involving a substantial change in the structure of, or a change in use of, any part of the Real Property, without first obtaining the written consent of the Security Trustee (such consent not to be unreasonably withheld).
- (f) not do or permit to be done anything as a result of which any lease may be liable to forfeiture or otherwise be determined;

- (g) notify the Security Trustee immediately upon the acquisition of any Real Property;
- (h) permit the Security Trustee and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Real Property and view the state of it;
- (i) grant the Security Trustee on request all reasonable facilities within the power of the Company to allow the Security Trustee (or its lawyers) to carry out (at the Company's expense) investigations of title to the Real Property and to make all enquiries in relation to any part of the Real Property which a prudent mortgagee might carry out;
- (j) immediately upon demand by the Security Trustee provide the Security Trustee with a report as to title of the Company to the Real Property concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of this nature;
- (k) in respect of any Real Property which is acquired after the date of this Deed, title to which is registered at the Land Registry or which is required to be so registered:
 - (i) give written notice of this Deed to the Land Registry and procure that notice of this Deed is clearly noted in the Register of Title for such Real Property; and
 - (ii) procure that no person is registered as proprietor of any such property under the Land Registration Acts 1925 to 2002 without the prior written consent of the Security Trustee;
- (l) authorise the Security Trustee to make any application which the Security Trustee deems appropriate for the designation of this Deed and/or the Finance Documents or any other document as exempt information documents under rule 136 of the Land Registration Rules 2003 and use its best endeavours to assist with any such application made by or on behalf of the Security Trustee; and
- (m) notify the Security Trustee in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed or any other document, following its designation as an exempt information document and not make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of such document as an exempt information document.

9.3 **Plant and Machinery**

- (a) maintain at its own expense all Plant and Machinery for the time being owned by it in good working order and condition maintain at its own expense all Plant and Machinery for the time being owned by it in good working order and condition subject to fair wear and tear;
- (b) immediately on request by the Security Trustee, affix to any item of Plant and Machinery a durable notice of this Deed in such form as the Security Trustee may require;
- (c) not make any material alterations or additions to any Plant and Machinery which are reasonably likely to depreciate, jeopardise or prejudice their value or marketability; and
- (d) not remove any Plant and Machinery from the Charged Property except for the purpose of maintenance pursuant to the terms of this Deed.

9.4 **Insurance**

- (a) after the Senior Discharge Date and if requested by the Security Trustee, effect and maintain at its expense insurances in respect of all its assets and business with insurers previously approved in writing by the Security Trustee Such insurances shall:
 - (i) provide cover against such risks and in such amounts as is issued for prudent companies owning or possessing similar assets and carrying on similar businesses;
 - (ii) have the interest of the Security Trustee as mortgagee noted on all relevant policies;
 - (iii) be on such terms and contain such clauses as the Security Trustee may reasonably require and in particular will require the relevant insurer to inform the Security Trustee of:
 - (A) any cancellation, alteration, termination or expiry of any such insurance at least 30 days before it is due to take effect;

- (B) any default in payment of any premium or failure to renew at least 30 days before the renewal date; or
 - (C) any act, omission or event of which the insurer has knowledge which may make any insurance void, voidable or unenforceable (in whole or in part);
- (b) promptly pay all premiums relating to all policies of insurance;
- (c) supply to the Security Trustee on request copies of each policy of insurance required to be maintained in accordance with this Deed together with current premium receipts relating to it;
- (d) not do or permit to be done or omit to do anything which may render any insurance void, voidable or unenforceable (in whole or in part) nor vary, amend or terminate any policy of insurance;
- (e) if it defaults at any time in effecting or maintaining such insurances or in producing any policy or receipt to the Security Trustee on demand, authorise the Security Trustee to take out or renew such policies of insurance in any sum which the Security Trustee may reasonably think expedient. All moneys which are expended by the Security Trustee in so doing shall be deemed to be properly paid by the Security Trustee and shall be reimbursed by the Company on demand;
- (f) notify the Security Trustee if any claim arises or may be made under the insurances;
- (g) after the Senior Discharge Date and if requested by the Security Trustee, give the Security Trustee the sole right to conduct or settle any insurance claim; and
- (h) authorise the Security Trustee to give any discharge for insurance and to direct the application of all moneys received or receivable under any insurances either in making good the loss or damage in respect of which the same have been received or in or towards the discharge of the Secured Obligations.

9.5 Intellectual Property

- (a) observe and comply with all material obligations and laws to which it is subject in its capacity as registered proprietor, beneficial owner, user, licensor or licensee of its Intellectual Property or any part of it;
- (b) do all acts as are reasonably practicable to maintain, protect and safeguard its Intellectual Property and not discontinue the use of any of its Intellectual Property nor allow it to be used in such a way that it is put at risk by becoming generic or by being identified as disreputable in any way;
- (c) duly register in such register(s), or with such authorities as may be available for the purpose and in such name(s) as may be required by the law and practice of the place or registration, such of its Intellectual Property (and all assignments, licences and mortgages of it) as may be capable of registration in such places;
- (d) pay all fees necessary to maintain, protect and safeguard its Intellectual Property and the registrations required to be made for such purposes prior to the latest time provided for payment of them;
- (e) take all reasonable steps (including the commencement of legal proceedings) as may be necessary to safeguard and maintain the validity, reputation, integrity, registration or subsistence of its Intellectual Property;
- (f) not change the specification referred to in any of its registrations of Intellectual Property or permit any disclaimer, condition, restriction, memorandum or other thing to be entered on the registration of any of the trade marks comprised within such Intellectual Property, the effect of which will be to materially and adversely affect the value of such trade marks;
- (g) not grant any licence to any person to use its Intellectual Property in any manner which will materially and adversely affect the value of such Intellectual Property; and
- (h) maintain a comprehensive, detailed and up-to-date centralised record of all its Intellectual Property (including details of agents engaged in relation to registrations of it) and, when reasonably requested by the Security Trustee immediately provide to the Security Trustee a copy of such record and/or a summary of all its Intellectual

Property created or acquired since the date of this Deed or the date of last notification.

9.6 Receivables

- (a) after the security constituted by this Deed becomes enforceable, deal with the Receivables in accordance with any directions given in writing from time to time by the Security Trustee and, in the absence of such directions, hold the Receivables on trust for the benefit of the Security Trustee;
- (b) after the security constituted by this Deed becomes enforceable, comply with any notice served by the Security Trustee on the Company prohibiting the Company from withdrawing all or any monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, except with the prior written consent of the Security Trustee;
- (c) after the Senior Discharge Date and if called upon so to do by the Security Trustee, execute a legal assignment of the Receivables to the Security Trustee in such terms as the Security Trustee may require and give notice thereof to the debtors from whom the Receivables are due, owing or incurred; and
- (d) deliver to the Security Trustee such information as to the amount and nature of its Receivables as the Security Trustee may from time to time reasonably require.

9.7 Investments

- (a) promptly pay all calls or other payments which may become due in respect of the Investments;
- (b) promptly send to the Security Trustee copies of all notices, circulars, reports, accounts and other documents which are sent to the holders of any Investments;
- (c) at the request of the Security Trustee, procure all consents, waivers and approvals which are necessary, under the articles of association of any Issuer or otherwise, for the transfer of the Investments to the Security Trustee or its nominee or to a purchaser upon the enforcement of this Deed and to procure the amendment of the share transfer provisions of each Issuer's articles of association in such manner as the Security Trustee may require in order to permit such a transfer;

- (d) if so requested by the Security Trustee:
 - (i) instruct any clearance system to transfer any Investment held by it for the Company or its nominee to an account of the Security Trustee or its nominee with that clearance system; and
 - (ii) take whatever action the Security Trustee may request for the dematerialisation or re-materialisation of any Investment held in a clearance system;
- (e) without prejudice to the above, permit the Security Trustee, at the expense of a Company, to take whatever action it deems necessary for the dematerialisation or re-materialisation of any Investment;
- (f) until the security constituted by this Deed becomes enforceable, be entitled to:
 - (i) receive and retain all dividends, distributions and other moneys paid on or derived from the Investments; and
 - (ii) exercise all voting and other rights and powers attaching to the Investments **provided that** it must not do so in a manner which is prejudicial to the interests the Security Trustee under this Deed;
- (g) after the security constituted by this Deed becomes enforceable:
 - (i) hold all dividends, distributions and other moneys paid on or derived from the Investments on trust for the Security Trustee; and
 - (ii) comply and procure that its nominees comply with any directions from the Security Trustee concerning the exercise of all voting and other rights and powers attaching to the Investments; and
- (h) at any time after the security constituted by this Deed becomes enforceable, permit the Security Trustee to complete the instrument(s) of transfer for the Investments on behalf of each Company in favour of itself or such other person as it may select.

9.8 **Material Contracts**

- (a) not, without the prior written consent of the Security Trustee amend or waive any term of any Material Contract, terminate any Material Contract or release any other party from its obligations under any Material Contract;
- (b) duly perform its obligations under each Material Contract, notify the Security Trustee of any material default by it or any other party under any Material Contract and not take any action which would reduce or impede recoveries in respect of any Material Contract; and
- (c) provide to the Security Trustee, as soon as practicable upon receipt, copies of all notices which it may from time to time receive from any other party to any Material Contract.

9.9 **Centre of Main Interests**

Each Company shall not, without the prior written consent of the Security Trustee, change its centre of main interest (as that expression is used in Article 3(1) of the EU Regulation) to somewhere other than England and Wales, nor will it have any establishment (as that term is used in Article 2(10) of the EU Regulation) in any other jurisdiction.

9.10 **Goodwill**

- (a) not grant any franchise, licence or other authority to any person to use its company name, trade name or business name or any other business asset which will materially and adversely affect the value of the goodwill of the Company without the consent of the Security Trustee; and
- (b) where the prior written consent of the Security Trustee had been given under clause 9.10(a), it will comply with clause 9.6 (*Receivables*) in relation to any income or monies receivable in respect of such franchise, licence or authority as if such income or monies were Receivables.

9.11 **Uncalled capital**

- (a) not call up, or receive in advance of its due date, any uncalled capital; and

- (b) will promptly apply any paid capital towards the repayment, in full or in part, of the Secured Obligations.

10 ENFORCEMENT OF SECURITY

10.1 Enforcement

The security constituted by this Deed shall become immediately enforceable if an Event of Default occurs and is continuing.

10.2 Powers on enforcement

At any time after the security created under this Deed becomes enforceable, the Security Trustee may, without notice to any Company and whether or not it has appointed a Receiver, exercise:

- (a) all or any of the powers, authorities and discretions conferred on mortgagees by the Law of Property Act 1925 (as varied or extended by this Deed);
- (b) all of the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986; and
- (c) all or any of the powers conferred by this Deed.

10.3 No Liability as Mortgagee in Possession

Neither the Security Trustee 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 for which a mortgagee in possession might otherwise be liable.

11 POWERS OF THE SECURITY TRUSTEE

11.1 Extension of Powers

The power of sale conferred on the Security Trustee and on any Receiver by this Deed 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 Deed.

11.2 Restrictions

Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed.

11.3 Power of Leasing

At any time after the security created by this Deed becomes enforceable, the Security Trustee may lease or make arrangements to lease, at a premium or otherwise, and accept surrenders of leases without any restriction and in particular without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

11.4 Discretion

Any liberty or power which may be exercised or any determination which may be made hereunder by the Security Trustee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

11.5 Delegation

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

11.6 Investigations

If any event of default (howsoever described) in any agreement between the Security Trustee and a Company occurs then (while it is continuing), the Security Trustee may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of a Company which it considers necessary to ascertain the financial position of the Company. All fees and expenses incurred by the Security Trustee in connection with such investigations shall be payable by the Company and the Company consents to the provision by the Security Trustee of all information in relation to the Company

which the Security Trustee provides to any person in relation to the preparation of any such report.

11.7 Power to Remedy

If at any time a Company does not comply with any of its obligations under this Deed, the Security Trustee may (but shall not be obliged to) rectify such default and the Company irrevocably authorises the Security Trustee, its employees and agents, at the Company's expense, to do all such things as are necessary or desirable to rectify such default.

12 APPOINTMENT OF RECEIVER

12.1 Appointment and Removal

At any time after the security created under this Deed becomes enforceable (but only in accordance with and subject to the terms of the Security Trust Deed), or if requested to do so by a Company, the Security Trustee may (by deed or otherwise and acting through its authorised officer):

- (a) appoint one or more persons jointly or severally to be a Receiver of the whole or any part of the Charged Property;
- (b) remove (so far as it is lawfully able) any Receiver(s) so appointed; and
- (c) appoint another person(s) as an additional or replacement Receiver(s).

12.2 Capacity of Receivers

Each Receiver shall be:

- (a) an agent of a Company which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration; and
- (b) entitled to remuneration for his services at a rate to be fixed by the Security Trustee from time to time (without being limited to the maximum rate specified in Section 109(6) of the Law of Property Act 1925).

13 POWERS OF RECEIVER

13.1 General Powers

Every Receiver shall have all the powers:

- (a) conferred by the Law of Property Act 1925 on mortgagees in possession and receivers appointed under that Act;
- (b) set out in Schedule 1 to the Insolvency Act 1986; and
- (c) conferred from time to time on receivers by statute.

13.2 Additional Powers

In addition to the powers referred to in clause 13.1 (*General Powers*) a Receiver shall have the power, at the cost of a Company and either in his own name or in the name of the Company or (with the written approval of the Security Trustee) in the name of the Security Trustee:

- (a) to take possession of, collect and get in all or any part of the Charged Property;
- (b) to carry on, manage or concur in carrying on and managing all or any part of the business of the Company;
- (c) to borrow or raise money and secure the payment of any money in priority to the charges created by this Deed for the purpose of exercising his powers and/or defraying any costs or expenses incurred by him in such exercise;
- (d) to sell, let, lease or concur in selling, letting or leasing and to vary the terms or determine, surrender and to accept surrenders of leases or tenancies of or grant options or licences over all or any part of the Charged Property in any manner and on such terms as he thinks fit. The consideration for any such transaction may consist of cash or of shares or securities of another company (and the amount of such consideration may be dependent on profit or turnover or be determined by a third party) and may be payable in a lump sum or in instalments;

- (e) to sever any fixtures (including trade and tenants fixtures) from the property of which they form part, without the consent of the Company;
- (f) to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Property, including, without limitation, all voting and other rights attaching to the Investments;
- (g) to make and effect all repairs, renewals, improvements, and insurances;
- (h) to redeem any prior Security in respect of all or any of the Charged Property and to settle and pass the accounts of the holder of such prior Security and any accounts so settled and passed will, in the absence of manifest error, be conclusive and binding on the Company. All moneys paid to the holder of such Security in accordance with such accounts shall form part of the Secured Obligations;
- (i) to promote the formation of subsidiaries of the Company for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Company and to arrange for any such subsidiaries to trade or cease to trade on such terms as the Receiver thinks fit;
- (j) to take such proceedings and to make any arrangement or compromise which the Security Trustee or the Receiver may think fit;
- (k) to appoint managers, officers and agents at such salaries and for such periods as the Receiver may determine;
- (l) to exercise in relation to all or any part of the Charged Property all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Property; and/or
- (m) to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise expedient for or incidental or conducive to the preservation, improvement or realisation of the Charged Property.

14 APPLICATION OF MONEYS

14.1 All moneys received or recovered by the Security Trustee or any Receiver pursuant to this Deed shall be applied in accordance with Clause 4 (*Applications of Payments*) of the Security Trust Deed.

14.2 Suspense Account

Until all Secured Obligations have been irrevocably and unconditionally paid and discharged in full, the Security Trustee and any Receiver may place and keep for such time as it thinks prudent any moneys received, recovered or realised under or by virtue of this Deed in a separate or suspense account to the credit of either a Company or of the Security Trustee without any obligation to apply all or any part of such moneys in or towards the discharge of the Secured Obligations. Amounts standing to the credit of such Suspense Account shall bear interest at a fair market rate.

14.3 Avoidance of Payments

If the Security Trustee reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Companies under this Deed and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

14.4 Use of insurance proceeds

All moneys receivable by virtue of any of the Insurance Policies shall be paid to the Security Trustee (or if not paid by the insurers directly to the Security Trustee shall be held on trust for the Security Trustee) and shall at the option of the Security Trustee be applied in replacing, restoring or reinstating the Charged Property (any deficiency being made good by the Companies) or (except where a Company is obliged (as landlord or tenant) to lay out such insurance moneys under the provisions of any lease of any Real Property) in reduction of the Secured Obligations.

15 PROTECTION OF PURCHASERS

15.1 Receipts

The receipt of the Security Trustee or its delegate or any Receiver shall be conclusive discharge to a purchaser in any sale or disposal of any of the Charged Property.

15.2 Protection of Purchasers

No purchaser or other person dealing with the Security Trustee or its delegate or any Receiver shall be bound to inquire whether the right of the Security Trustee or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any notice to the contrary, or be concerned to see whether any such delegation by the Security Trustee shall have lapsed for any reason or have been revoked.

16 POWER OF ATTORNEY

16.1 Appointment

Each Company, by way of security and to more fully secure the performance of its obligations under this Deed, irrevocably appoints the Security Trustee, each person to whom the Security Trustee shall from time to time have delegated the exercise of the power of attorney conferred by this clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be necessary for:

- (a) carrying out any obligation imposed on the Company by this Deed that the Company has failed to perform (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property); and
- (b) enabling the Security Trustee and any Receiver to exercise any of the powers conferred on them by or pursuant to this Deed or by law.

16.2 Ratification

Each Company ratifies and confirms to agree to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

17 CONTINUING SECURITY

17.1 The security created by or pursuant to this Deed will be a continuing security for the Secured Obligations notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or other matter or thing whatsoever and will be without prejudice and in addition to and shall not merge with any other right, remedy or security which the Security Trustee as the Security Trustee for the Security Beneficiaries, may hold at any time for the Secured Obligations and will not be affected by any release, reassignment or discharge of such other right, remedy or security.

17.2 Settlements conditional

Any release, discharge or settlement between a Company or any Security Beneficiary shall be conditional upon no security, disposition or payment to any Security Beneficiary by the Company or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy or insolvency or for any other reason whatsoever, and if such condition shall not be fulfilled the Security Trustee shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

18 SET-OFF AND CURRENCY

18.1 Consolidation of accounts and set off

In addition to any general lien or similar rights to which it may be entitled by operation of law, the Security Trustee may at any time and without notice to a Company combine or consolidate all or any of the Company's then existing accounts with and liabilities to the Security Trustee and set off or transfer any sum or sums standing to the credit of any one of more of such accounts in or towards satisfaction of the Secured Obligations.

18.2 Currency

For the purpose of or pending the discharge of the Secured Obligations, the Security Trustee may, in its sole discretion, convert any moneys received, recovered or realised in any currency under this Deed (including the proceeds of any previous conversion under this clause) from their existing currency into any other currency at such rate or rates of exchange and at such time as the Security Trustee thinks fit.

19 NEW ACCOUNTS

If the Security Trustee at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Charged Property it may open a new account or accounts with a Company. If the Security Trustee does not open a new account or accounts it shall nevertheless be treated as if it had done so as at the time when it received or was deemed to have received such notice and as from such time all payments made to the Security Trustee shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount of the Secured Obligations.

20 EXPENSES AND INDEMNITY

20.1 Expenses

Each Company shall, from time to time on demand of the Security Trustee, pay or reimburse the Security Trustee on a full indemnity basis for all costs and expenses (including legal fees) together with any VAT or similar taxes thereon incurred by it in connection with the preparation, execution, perfection, amendment, enforcement, discharge and/or assignment of this Deed. Such costs and expenses shall form part of the Secured Obligations and shall carry interest from the date of such demand until so paid or reimbursed at the rate of two per cent per annum above the Bank of England Base rate from time to time.

20.2 Indemnity

Each Company shall, notwithstanding any release or discharge of all or any part of the security constituted by this Deed, indemnify the Security Trustee as security trustee for the Security Beneficiaries, its agents, attorneys and any Receiver against any action, proceeding, claim, loss, liability and cost which it may sustain:

- (a) in the exercise (or purported exercise) of any of the rights, powers or discretions vested in them by this Deed (or by law); and/or
- (b) in connection with or otherwise relating to this Deed or the Charged Property.

21 MISCELLANEOUS

21.1 No Deduction

All payments to be made to the Security Trustee under this Deed shall be made in freely available funds and shall be made clear of and without deduction for or on account of tax. If a Company is required by law to make a tax deduction, the sum payable by the Company shall be increased to the extent necessary to ensure that, after the making of such deduction, the recipient of such sum receives and retains a net sum equal to the sum which it would have received and retained had no such deduction been made or required to be made.

21.2 Assignment and disclosure of information

The Security Trustee may assign and transfer all or any of its rights and obligations under this Deed. The Security Trustee shall be entitled to disclose such information concerning the Companies and this Deed as the Security Trustee 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.

21.3 Perpetuity Period

The perpetuity period under the rule against perpetuities, if applicable to this Deed, shall be the period of 125 years from the date of this Deed.

21.4 Remedies and Waivers

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

21.5 No Liability

None of the Security Trustee, its delegate(s) nominee(s) or any Receiver shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or willful default upon its part.

21.6 Exclusion of Legislation

To the extent permitted by law, all legislation which (directly or indirectly):

- (a) lessens, varies or affects any obligation of any Company under this Deed;
- (b) delays, prevents or prejudicially affects the exercise by the Security Trustee or any Receiver of any right, power or remedy under this Deed,

is excluded from this Deed.

21.7 Partial Invalidity

If, at any time, any provision of this Deed 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 Deed 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 Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

21.8 Certificates

A certificate of the Security Trustee specifying any amount due from a Company shall, in the absence of manifest error, be prima facie evidence of such amount.

22 NOTICES

22.1 All notices under or in connection with this Deed shall be given in writing in English and may be made by letter.

22.2 The address (and the department or officer, if any, for whose attention the communication is to be made) of each party is:

- (a) in the case of the Companies:

Address: Leisure Island, River Drive, Tamworth, Staffordshire, B79 7ND

Attention: the Directors

(b) in the case of the Security Trustee:

Address: 7 Hillmorton Road, Rugby CV22 5DF

Attention: Gary Stephen Baker

or any substitute address or department or officer as the parties may notify to each other by not less than five Business Days' notice.

22.3 Any notice to a Company will be effective if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post, postage prepaid, in an envelope correctly addressed to the addressee.

22.4 Any notice to the Security Trustee will be effective only when actually received by the Security Trustee.

23 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

24 GOVERNING LAW

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

25 JURISDICTION

25.1 English Courts

The courts of England have exclusive jurisdiction to settle any disputes (a "**Dispute**") arising out of, or connected with this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity).

25.2 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.

25.3 Exclusive Jurisdiction

This clause 25 is for the benefit of the Security Trustee and the Security Beneficiaries only. As a result and notwithstanding clause 25.1 (*English Courts*), it does not prevent the Security Trustee from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Trustee may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been **SIGNED** on behalf of the Security Trustee and **EXECUTED** as a **DEED** by the Companies and is delivered by them on the date first specified above.

SCHEDULE 1

The Original Companies

Name of Company	Company Number	Registered Office
SNOWDOME CORPORATION LIMITED	14053070	Leisure Island, River Drive, Tamworth, Staffordshire, B79 7ND
SNOWDOME GROUP LIMITED	05672413	Leisure Island, River Drive, Tamworth, Staffordshire, B79 7ND
SNOWDOME LIMITED	03817394	Leisure Island, River Drive, Tamworth, Staffordshire, B79 7ND

SCHEDULE 2

The Real Property

Part A: Registered Land

Name of Company	Tenure	Title Number	Address
Snowdome Group Limited	Freehold	SF522633	Peaks Leisure Centre, Riverdrive, Tamworth B79 7ND

Part B: Unregistered Land

None as of the date of this deed.

SCHEDULE 3

Notices of Assignment

Form of Notice of Assignment Account Bank

To: [Account Bank]

Date: []

Dear Sirs

We give notice that by a Debenture dated [], we have assigned and charged to Gary Stephen Baker as security trustee (the "**Security Trustee**") all our right, title and interest in and to all sums which are now or may from time to time in the future stand to the credit of:

Account Number []

Account Holder []

together with all interest accrued or accruing thereto and the debts represented by those sums (the "**Account**").

We hereby irrevocably instruct and authorise you:

- 1 to credit to the Account all interest from time to time earned on the sums of money held in the Account;
- 2 to disclose to the Security Trustee such information relating to the Account and the sums in the Account as the Security Trustee may, at any time and from time to time, request;
- 3 to hold all sums from time to time standing to the credit of the Account to the order of the Security Trustee;
- 4 to pay or release all or any part of the sums from time to time standing to the credit of the Account in accordance with the written instructions of the Security Trustee at any time and from time to time; and

5 to comply with the terms of any written notice or instructions in any way relating to the Account or the sums standing to the credit of the Account from time to time which you may receive at any time from the Security Trustee.

Please note we are not permitted to withdraw any amount from the Account without the prior written consent of the Security Trustee.

These instructions cannot be revoked or varied without the prior written consent of the Security Trustee

This letter is governed by English law.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Trustee at *[Address]*.

Yours faithfully

.....

Authorised Signatory

for and on behalf of

[Company]

[On Copy Only:]

Form of Account Bank Acknowledgement

To: [The Security Trustee]

Date: []

Dear Sirs

We acknowledge receipt of a notice (the "**Notice**") in the terms set out above and confirm that:

- 1 we have not previously received notice of any previous assignments of, charges over or trusts in respect of the Account;
- 2 we have noted the restrictions imposed upon the Company and the authority of the Security Trustee in respect of the Account and will not act in such a way as to breach those restrictions or to ignore the authority of the Security Trustee;
- 3 we will act in accordance with the terms of the Notice; and
- 4 we waive all rights of set-off, combination or consolidation which we may have at any time in respect of the Account.

Yours faithfully

.....

for and on behalf of

[**Account Bank**]

Form of Notice of Assignment of Contract Counterparty

To: *[Counterparty to Material Contract]*

Date: []

Dear Sirs

We give notice that pursuant to a debenture dated [] we have assigned to Gary Stephen Baker as security trustee (the "**Security Trustee**") all our right, title and interest in and to *[details of Material Contract]* (the "**Contract**") including all moneys which may be payable in respect of the Contract.

With effect from your receipt of this notice:

- 1 all payments by you to us under or arising from the Contract should be held to the order of the Security Trustee or as it may specify in writing from time to time;
- 2 all remedies provided for in the Contract or available at law or in equity are exercisable by the Security Trustee;
- 3 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract and all rights to compel performance of the Contract are exercisable by the Security Trustee although we shall remain liable to perform all the obligations assumed by us under the Contract;
- 4 you are authorised and instructed, without requiring further approval from us, to disclose to the Security Trustee such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Security Trustee at *[address]* as well as to us;
- 5 we may not initiate or agree to any amendment to, waive any obligation under or agree to any termination of the Contract without the prior written consent of the Security Trustee.

These instructions may not be revoked or amended without the prior written consent of the Security Trustee.

This notice is governed by English Law.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Trustee at the address set out in paragraph 4 of this notice.

Yours faithfully

.....
Authorised Signatory
for and on behalf of
[Company]

[On copy only:]

Form of acknowledgement from Contract Counterparty

To: [The Security Trustee]

Date: []

Dear Sirs

We acknowledge receipt of a notice dated [] (the "**Notice**") relating to the [*details of Material Contract*].

We:

- 1 agree to the terms set out in the Notice and to act in accordance with its terms;
- 2 confirm that we have not received any prior notice that [*Company*] has assigned its rights under the Contract or created any other interest (whether by way of security or otherwise) in favour of a third party; and
- 3 agree not to exercise any right to terminate the Contract or take any action to amend or supplement the Contract without the prior written consent of the Security Trustee.

Yours faithfully

.....

For and on behalf of

[Counterparty to Material Contract]

Position: []

Address: []

Fax: []

Telephone: []

Form of Notice of Assignment to Insurers

To: *[Insurer]*

Date: []

Dear Sirs

We give notice that pursuant to a debenture dated [] we have assigned to Gary Stephen Baker as security trustee (the "**Security Trustee**") all our right, title and interest in and to the proceeds of *[insert details of relevant insurance policy]* (the "**Policy**").

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

- 1 note the interest of the Security Trustee on the Policy as Mortgagee and in addition endorse on the Policy the provisions set out in the attachment to this notice; and
- 2 disclose to the Security Trustee without further approval from us, such information regarding the Policy as the Security Trustee may from time to time request and to send it copies of all notices issued by you under the Policy.

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 (including all rights to compel performance) belong to and are exercisable by the Security Trustee.

This letter is governed by English law.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Trustee at *[Address]*.

Yours faithfully

.....

Authorised Signatory

for and on behalf of

[Company]

ENDORSEMENT

The Policy shall contain the following provisions or endorsements:

IT IS HEREBY CONFIRMED AND AGREED:

- 1 that the interest of Gary Stephen Baker as security trustee (the "**Security Trustee**") and any successor or assignee is noted on the Policy as first Mortgagee;
- 2 that the cover afforded by the Policy applies to *[insert short description of the properties/assets of the Insured to which the Policy relates]* (together the "**Properties and Assets**") of which *[insert name of Company]* (the "**Insured**") is the legal owner;
- 3 that any payments made in respect of claims in relation to the Properties and Assets shall, unless otherwise agreed by the Security Trustee, be made to the Security Trustee;
- 4 that the interest of the Security Trustee in the Policy shall not be prejudiced by any act or neglect of the Insured or the occupier of any building insured under the Policy and the Insurer shall not allow the Policy to lapse without the Security Trustee being notified in writing and being given a period of at least 30 days from the date of receipt of such notice during which it can rectify any defects and/or pay any additional premium;
- 5 that the following policy condition shall be deemed to form part of the Policy and, where necessary to give full effect to such condition, shall replace any existing contrary policy conditions:

"Waiver of Right of Recourse to Other Insurances

It is expressly understood and agreed that notwithstanding any contrary provision in this Policy, this Policy provides primary insurance for the Insured and that in the event of loss or damage to the insured property covered by this Policy which is also covered either in whole or in part under any other policy or policies of insurance effected by or on behalf of any of the parties comprising the Insured, the Insurer will indemnify the Insured as if such other policy or policies of insurance were not in force and the Insurer waives rights of recourse (to the extent it has any) arising out of any claim, recourse or any other action the Insurer may have against the insurers (or any of them) of such other policy or policies of insurance."

[On copy only:]

Form of acknowledgement from Insurer

To: [The Security Trustee]

Date: []

We acknowledge receipt of a notice dated [] relating to the Policy (the "**Notice**") and confirm that we have not received notice of any previous assignments of or charges over the Policy and that we will comply with the terms of the Notice and the endorsement attached to that Notice.

.....

for and on behalf of

[Insurer]

Form of Notice of Assignment to Issuer of Investments

To: *[name of Issuer of Investment]*

Date: []

Dear Sirs

We give notice that pursuant to a debenture dated [] we have assigned to Gary Stephen Baker as security trustee (the "**Security Trustee**") all of our right, title and interest in and to the securities listed in the Annex to this letter (the "**Investment**").

We have agreed that:

- 1 following receipt by you of a notice to that effect from the Security Trustee, the Security Trustee or its nominee may take our place and deal with you directly in relation to each Investment;
- 2 all payments under or in relation to any Investment shall be made to the Security Trustee at *[insert details of Account]* or to its order as it may specify in writing from time to time;
- 3 if you pay any moneys into *[insert details of Account]* or any other account on the instructions of the Security Trustee we confirm that payment into such account or, as the case may be, compliance with such instructions, shall satisfy the debt owed to us to the extent of the moneys so paid; and
- 4 notwithstanding the assignment of the Investment, we shall remain liable to perform all our obligations under the Investment.

This notice shall be irrevocable, and may not be in any way varied, amended or supplemented, without the written consent of the Security Trustee.

This letter is governed by English law.

Please acknowledge receipt of this notice by signing the acknowledgement in the enclosed copy letter and returning it to the Security Trustee at [Address].

Yours faithfully

.....
Authorised Signatory
For and on behalf of
[Company]

ANNEX

[List Investments and supporting documents owned by the Company]

[On Copy only:]

Form of acknowledgement from Issuer

To: [The Security Trustee]

Date: []

Dear Sirs

We acknowledge receipt of a notice dated [] (the "**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 interest referred to in the Notice and that we will comply with the terms of the Notice.

We confirm that:

- 1 all sums due to the Company from ourselves under or in relation to each Investment shall be paid to [*insert details of relevant Account*] or as you shall otherwise instruct;
- 2 at any time after you deliver to us a notice to that effect, you and/or your nominee may, but shall not be obliged to, exercise all or any of the Company's rights under or in relation to the Investment (including, without limitation, the Company's right to require payment thereunder in accordance with the terms thereof); and
- 3 we shall owe all our obligations under the Investment to you in place of the Company.

Yours faithfully

.....

for and on behalf of

[Issuer of Investment]

SCHEDULE 4

Material Contracts

None as of the date of this deed.

SIGNATURES TO DEBENTURE

THE COMPANIES

EXECUTED as a DEED by
SNOWDOME CORPORATION LIMITED
acting by two directors or by a director and its
secretary

[Redacted Signature]

) Director [Redacted Signature]
) [Redacted Signature]
) Director/Secretary

EXECUTED as a DEED by
SNOWDOME GROUP LIMITED
acting by two directors or by a director and its
secretary

[Redacted Signature]

) Director [Redacted Signature]
) [Redacted Signature]
) Director/Secretary

EXECUTED as a DEED by
SNOWDOME LIMITED
acting by two directors or by a director and its
secretary

[Redacted Signature]

) Director [Redacted Signature]
) [Redacted Signature]
) Director/Secretary

SECURITY TRUSTEE

EXECUTED as a DEED by
GARY STEPHEN BAKER
in the presence of:

)
)
)
)

[REDACTED]

Gary Stephen Baker

Signature of witness

[REDACTED]

Name (In BLOCK CAPITALS)

NATALIE CLARK

Address

[REDACTED]