

Co No

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Form IM16

**THE COMPANIES ACT 2006**

APPLICATION FOR REGISTRATION OF A CHARGE

Pursuant to Section 138 (2)

Note: This application must be filed within one month of the date of creation or date of acquisition of property charged.

Company Name:	Blue Heaven Holdings Limited
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1. We, the undermentioned, hereby apply to register the following charge created by the above company.
2. Details of the Charge:

Date of creation, or if the charge is a charge existing on property acquired by the company, the date on which the property was acquired:	<p>An English law governed deed of charge over shares dated 19 May 2023 and granted by Blue Heaven Holdings Limited (the "Chargor") in favour of Blythe Capital in its capacity as Security Agent for the Secured Parties (as defined in the Loan Agreement) (the "Security Agent") (the "Charge").</p> <p><u>Words and expressions not otherwise defined in this Form IM16 shall have the meanings attributed to them in the Charge (a copy of which is attached hereto and forms part of this Form IM16) and/or the Loan Agreement as the case may be.</u></p> <p>"Agent" (as defined in the Loan Agreement): Blythe Capital, as agent of the other Finance Parties</p> <p>"Borrower" (as defined in the Charge): Everton Stadium Development Limited, a company incorporated in England and Wales (registered number 10719054), whose registered office is at Goodison Park, Goodison Road, Liverpool, Merseyside, United Kingdom, L4 4EL.</p> <p>"Delegate" (as defined in the Loan Agreement): any delegate, agent, attorney or co-trustee appointed by the Security Agent.</p> <p>"Finance Party" (as defined in the Loan Agreement): the Agent, the Security Agent and the Lenders.</p> <p>"Lenders" (as defined in the Loan Agreement):</p> <p>(a) an Original Lender; and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a party as a "Lender" in accordance with the Loan Agreement;</p> <p>which in each case has not ceased to be a party as such in accordance with the terms of the Loan Agreement.</p> <p>"Loan Agreement" (as defined in the Charge): the English law governed loan agreement dated on or about the date of the Charge between (1) the Borrower, (2) the Lenders, (3) the Agent and (4) the Security Agent as amended and/or restated from time to time and be deemed to</p>
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**THE COMPANIES ACT 2006**

	<p>include any instruments amending, varying, supplementing, novating or replacing the terms respectively thereof from time to time.</p> <p>“Original Lenders” (as defined in the Loan Agreement): the entities listed in Schedule 1 to the Loan Agreement being Victoria House Holdings Limited, Blythe Capital, Blue Sky Holdings Limited and MSP EFC Investors, L.P. acting by its general partner MSP EFC Investors GP, LLC.</p> <p>“Receiver” (as defined in the Loan Agreement): a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Property.</p> <p>“Secured Parties” (as defined in the Loan Agreement): each Finance Party from time to time party to the Loan Agreement, any Receiver or Delegate.</p> <p>“Security Property”: has the meaning given to that term in the Loan Agreement.</p>
Short description of the liability secured by the charge:	<p>All and any monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Borrower and/or any other Obligor to the Secured Parties under the Finance Documents (the “Secured Liabilities”).</p> <p>“Finance Document” (as defined in the Loan Agreement): the Loan Agreement, any Fee Letter and the Security Documents.</p> <p>“Obligor” (as defined in the Loan Agreement): Everton Stadium Development Limited and Everton Stadium Development Holding Company Limited.</p> <p>“Security Documents”: has the meaning given to that term in the Loan Agreement and includes the Charge.</p>
Short description of the property charged:	<p>As a continuing security for the payment and discharge of the Secured Liabilities, pursuant to the Charge the Chargor charged to the Security Agent by way of first fixed charge:</p> <p>(a) all the Shares in which it may, from time to time, have an interest; and</p> <p>(b) all Related Rights to those Shares;</p> <p>including all rights of enforcement of the same.</p> <p><b><u>All as more particularly described in the copy of the Charge attached hereto and which forms part of this Form IM16 which shall be deemed to be incorporated herein.</u></b></p> <p>“Company” (as defined in the Charge): Everton Football Club Company, Limited, a company incorporated in England and Wales (registered number 00036624), whose registered office is at Goodison Park, Goodison Road, Liverpool, L4 4EL.</p> <p>“Related Rights” (as defined in the Charge): in relation to any Shares, means:</p>

Co No

012688V

Form IM16

**THE COMPANIES ACT 2006**

	<p>(a) the proceeds of sale of any part of the Shares;</p> <p>(b) all warrants, options and other rights to subscribe or otherwise acquire the Shares;</p> <p>(c) all rights, powers, offers, benefits, claims, contracts, warranties, remedies, Security Interest, guarantees, indemnities or covenants for title in respect of the Shares; and</p> <p>(d) all monies and proceeds paid or payable, rights to dividend or other distribution in any form, to subscribe for further shares, whether in the Company or any other company, voting and representation rights and any other rights or advantages in whatever form whatsoever arising out of or in respect of the Shares,</p> <p>both present and future (including all rights against any trustee, nominee, fiduciary or clearing system).</p> <p>"Shares" (as defined in the Charge): the existing and future interest of the Chargor that is equal to 50% plus one Ordinary share in the issued share capital of the Company and which as at the date of the Charge is 67,501 Ordinary shares of £1 each in the issued share capital of the Company as more fully described at Schedule 1 of the Charge.</p>
Name and address of the chargee	BLYTHE CAPITAL, a company incorporated in England and Wales (registered number 11591010), whose registered office is at Blythe Hall Blythe Lane, Lathom, Ormskirk, West Lancashire, L40 5TY.

Note:

The Registrar of Companies has no duty to verify the contents of this form or that the Memorandum & Articles of the company provide authority with respect to the matters contained in this form.

For Official Use only:

## 3. Details of the charge (continued):

Details of any prohibition or restriction contained in the instrument creating the	Pursuant to the Charge, the Chargor covenanted that it shall not, create or permit to subsist any Security Interest over any of the Charged Assets save for
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Co No

012688V

## Form IM16

**THE COMPANIES ACT 2006**

<p>charge on the company creating any future charge ranking in priority to or equally with the charge:</p>	<p>the Security Interest created pursuant to the Charge and any Permitted Security.</p> <p>“Charged Assets” (as defined in the Charge): the Shares and all the Related Rights.</p> <p>“Permitted Security” (as defined in the Loan Agreement):</p> <p>(a) any security arising under the Security Documents;</p> <p>(b) any security arising by operation of law and in the ordinary course of business and not as a result of any default or omission by an Obligor;</p> <p>(c) any retention of title, hire purchase or conditional sale agreement or any other arrangement having a similar effect arising in the ordinary course of business and not as a result of any default or omission by an Obligor;</p> <p>(d) any netting or set-off arrangement entered into by the Borrower in the ordinary course of its banking arrangements;</p> <p>(e) any security arising as a consequence of any finance lease;</p> <p>(f) any security arising in respect of title or goods under a trade instrument; and</p> <p>(g) any transaction approved by the Agent (acting on the instructions of all Relevant Lenders).</p> <p>“Security Interest” (as defined in the Charge): a debenture, mortgage, charge, assignment, pledge, lien, standard security, assignation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.</p>

## 4. Details of the person filing application:

Name:	Keystone Law (Isle of Man) Limited
Address:	The Old Courthouse, Athol Street, Douglas, IM1 1JD, Isle of Man

Co No

012688V

Form IM16

**THE COMPANIES ACT 2006**

5. Certification:

We certify that we are authorised to file this application on behalf of the chargee\* and that the particulars given are an accurate description of the charge.

\* Delete whichever does not apply

<p>Signed on behalf of the person filing the application by:</p> <p><i>Keystone Law (Isle of Man) Limited</i></p> <hr/> <p>(Authorised Signatory)</p> <p>Full Name of Signatory: _____</p> <p>Keystone Law (Isle of Man) Limited</p> <hr/> <p>(Print Name)</p>	<p>Dated: 25/05/2023 (dd) (mm) (yyyy)</p>

Dated 19 May 2023

**CHARGE OVER SHARES BY DEED**

In respect of the shares in

Everton Football Club Company, Limited

(1) Blue Heaven Holdings Limited

as Chargor to:

(2) Blythe Capital

as Security Agent

## CONTENTS

CLAUSE	PAGE
1 Definitions and Interpretation .....	1
2 Covenant to Pay .....	4
3 Security Interest .....	7
4 Perfection of Security Interest .....	7
5 Shares .....	7
6 Representations and Warranties .....	8
7 Covenants .....	10
8 Rights of Enforcement .....	10
9 Application of Receipts .....	12
10 Notices .....	13
11 Discharge .....	13
12 General Provisions .....	13
13 Counterparts .....	15
14 Law and Jurisdiction .....	15
Schedule 1 .....	16
Shareholding .....	16
Schedule 2 .....	17
Security Agent's and Receiver's powers .....	17

**BY**

- (1) **BLUE HEAVEN HOLDINGS LIMITED**, a company incorporated in the Isle of Man (company number 012688V) whose registered office is at 2nd Floor, St George's Court, Upper Church Street, Douglas, Isle of Man, IM1 1EE (the "**Chargor**");

**IN FAVOUR OF**

- (2) **BLYTHE CAPITAL**, a company incorporated in England and Wales (registered number 11591010), whose registered office is at Blythe Hall Blythe Lane, Lathom, Ormskirk, West Lancashire, L40 5TY (the **Security Agent** as security agent for the Secured Parties).

**BACKGROUND**

- (A) The Lenders have agreed to make a loan available to the Borrower (the "**Loan**") relying on, among other security, the Security Interest created by this Deed.
- (B) The Chargor has agreed to charge certain of its shares in the Company and certain related assets and rights as Security Interest to the Security Agent as security agent for the Secured Parties as set out in this Deed.

**AGREED TERMS:**

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Deed including its recitals unless the context otherwise requires the following words and expressions shall have the following meanings:

**Act** means the Law of Property Act 1925.

**Agent** has the meaning given to it in the Loan Agreement.

**Borrower** means **EVERTON STADIUM DEVELOPMENT LIMITED**, a company incorporated in England and Wales (registered number 10719054), whose registered office is at Goodison Park, Goodison Road, Liverpool, Merseyside, United Kingdom, L4 4EL.

**Business Day** has the meaning given to it in the Loan Agreement.

**Charged Assets** means the Shares and all the Related Rights.

**Company** means **EVERTON FOOTBALL CLUB COMPANY, LIMITED**, a company incorporated in England and Wales (registered number 00036624), whose registered office is at Goodison Park, Goodison Road, Liverpool, L4 4EL.

**Event of Default** has the meaning given to it in the Loan Agreement.

**Event of Insolvency** in relation to a person, means:



- (a) an encumbrancer takes possession of or a receiver, administrative receiver, liquidator, supervisor, compulsory manager, trustee, administrator or similar official is appointed over any of the person's assets or undertaking or an administration application is presented or made for the making of an administration order or a notice of intention to appoint an administrator under Schedule B1 to the Insolvency Act 1986 is issued by the person or in respect of the person by the holder of a qualifying floating charge (as defined in such Schedule) or a notice of appointment of an administrator is filed by any other person with the Court, or any judgment made against the person is not paid out, stayed or discharged within reasonable time but in any event no later than ten Business Days; or
- (b) an order is made or an effective resolution is passed for the winding up or bankruptcy of the person or the person becomes insolvent or stops or threatens to stop payment of its debts generally or admits an inability to pay such debts as they fall due or an application is made in connection with a moratorium or a proposal to creditors for a voluntary arrangement is made by the person; or
- (c) any distress, execution, attachment, expropriation, sequestration or other legal process affects the whole or a material part of the assets of the person which is not discharged in full within ten Business Days.

**Finance Documents** has the meaning given to it in the Loan Agreement.

**Lenders** has the meaning given to it in the Loan Agreement.

**Loan Agreement** means the loan agreement dated on or about the date of this Deed between (1) the Borrower, (2) the Lenders, (3) the Agent and (4) the Security Agent as amended and/or restated from time to time and be deemed to include any instruments amending, varying, supplementing, novating or replacing the terms respectively thereof from time to time.

**Obligor** has the meaning given to it in the Loan Agreement.

**Party** means a party to this Deed.

**Permitted Security** has the meaning given to it in the Loan Agreement.

**Person** includes, without limitation, a natural person, company, partnership, association incorporated or unincorporated, limited partnership, limited liability partnership, charitable incorporated organisation, co-operative and community benefit society, and any recognisable grouping of persons with an independent identity in England and Wales or elsewhere whether or not having separate legal personality.

**Regulations** means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements.

**Related Rights** in relation to any Shares, means:

- (a) the proceeds of sale of any part of the Shares;

- (b) all warrants, options and other rights to subscribe or otherwise acquire the Shares;
- (c) all rights, powers, offers, benefits, claims, contracts, warranties, remedies, Security Interest, guarantees, indemnities or covenants for title in respect of the Shares; and
- (d) all monies and proceeds paid or payable, rights to dividend or other distribution in any form, to subscribe for further shares, whether in the Company or any other company, voting and representation rights and any other rights or advantages in whatever form whatsoever arising out of or in respect of the Shares,

both present and future (including all rights against any trustee, nominee, fiduciary or clearing system);

**Secured Liabilities** means all and any monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Borrower and/or any other Obligor to the Secured Parties under the Finance Documents.

**Secured Parties** has the meaning given to it in the Loan Agreement.

**Security Interest** means a debenture, mortgage, charge, assignment, pledge, lien, standard security, assignation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**Shares** means the existing and future interest of the Chargor that is equal to 50% plus one Ordinary share in the issued share capital of the Company) and which as at the date of this Deed is 67,501 Ordinary shares of £1 each in the issued share capital of the Company as more fully described at Schedule 1 of this Deed.

## 1.2 Construction

1.2.1 Unless the contrary intention appears, references in this Deed to:

1.2.1.1 any party to this Deed shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

1.2.1.2 “**in connection with**”, “**under**”, “**pursuant to**”, “**by virtue of**” and “**in relation to**” shall include each of the others;

1.2.1.3 “**insolvency**” includes any of the following or any steps in relation to the following:

1.2.1.3.1 any insolvency, bankruptcy, liquidation, reorganisation, administration, receivership or dissolution;

1.2.1.3.2 any voluntary arrangement or assignment for the benefit of creditors; or

- 1.2.1.3.3 any similar or analogous event in any jurisdiction whatsoever;
- 1.2.1.4 an obligation on the Chargor to do something includes an obligation to procure that it is done and an obligation not to do something includes an obligation not to permit, suffer or allow it;
- 1.2.1.5 references to this Deed or any other agreement, deed or document are references to them in force for the time being as amended, varied, novated, replaced, supplemented or consolidated from time to time;
- 1.2.1.6 one gender, or the use of words, phrases or expressions which incorporate or imply one gender shall include all the genders;
- 1.2.1.7 the singular, or the use of words which incorporate or imply the singular, shall include the plural, unless the contrary intention is expressed, and vice versa; and
- 1.2.1.8 where the Chargor consists of one or more entity, the liability of those entities shall be joint and several, with the effect that the Security Agent can seek redress against any entity or all entities for the full amount of the Secured Liabilities.

## 2 COVENANT TO PAY

2.1 The Chargor shall, on demand, pay to the Secured Parties and discharge the Secured Liabilities when they become due.

### 2.2 Limited recourse

Notwithstanding Clause 2.1 (*Covenant to Pay*), the liability of the Chargor to the Secured Parties under Clause 2.1 (*Covenant to Pay*), shall be:

2.2.1 limited in aggregate to an amount equal to that recovered by the Secured Parties as a result of the enforcement of this Deed with respect to the Charged Assets; and

2.2.2 satisfied only from the proceeds of sale or other disposal or realisation of the Charged Assets pursuant to this Deed.

### 2.3 Waiver of defences

The obligations of the Chargor under, and the intended effect of this Deed shall not be affected by an act, omission, matter or thing which, but for this clause 2.2, would reduce, release or prejudice any of their obligations under, or the intended effect of this Deed including (without limitation and whether or not known to it or the Lenders or the Security Agent):

- 2.3.1 any time, waiver or consent granted to, or composition with, the Obligors or any other person;
- 2.3.2 the release of the Obligors or any other person under the terms of any composition or arrangement with any of its creditors;
- 2.3.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security Interest over assets of, the Obligors or any 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 Interest;
- 2.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, or an Event of Insolvency affecting, the Obligors or any other person;
- 2.3.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or the Secured Liabilities or any other document or Security Interest including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or Security Interest;
- 2.3.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security Interest; or
- 2.3.7 any insolvency or similar circumstances or proceedings.

#### 2.4 Chargor's intent

Without prejudice to the generality of clause 2.2 (Limited recourse), the Chargor expressly confirms that it intends that this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Secured Liabilities and/or any facility or amount made available under the Loan Agreement for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

#### 2.5 Immediate recourse

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

#### 2.6 Appropriations

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, the Security Agent and each Secured Party (or any trustee or agent on its behalf) may:

- 2.6.1 refrain from applying or enforcing any other monies, Security Interest or rights held or received by the Security Agent and each Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Obligors shall not be entitled to the benefit of the same; and
- 2.6.2 hold in an interest-bearing suspense account any monies received from the Chargor or on account of the Chargor's liability under this clause 2 (Covenant to Pay).

## 2.7 Deferral of Chargor's rights

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Security Agent otherwise directs, the Chargor will not exercise any rights which it may have:

- 2.7.1 to be indemnified by an Obligor;
- 2.7.2 to claim any contribution from any other guarantor of an Obligor's obligations under the Finance Documents;
- 2.7.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under the Finance Documents or of any other guarantee or Security Interest taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- 2.7.4 to bring legal or other proceedings for an order requiring an Obligor to make any payment, or perform any obligation, in respect of which that Obligor has given a guarantee, undertaking or indemnity under this Deed;
- 2.7.5 to exercise any right of set-off against any Obligor; and/or
- 2.7.6 to claim or prove as a creditor of an Obligor in competition with any Secured Party.

If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution on trust for the Security Agent to enable all Secured Liabilities to be repaid in full.

## 2.8 Additional Security Interest

The security created by or pursuant to the Deed is in addition to and is not in any way prejudiced by any other guarantee or Security Interest now or subsequently held by the Security Agent.

2.9 Independent Enforcement

The rights and abilities of the Security Agent or any other Secured Party to enforce any rights under or pursuant to this Deed against the Chargor shall not be limited or restricted in any way by or related to the circumstances of the Chargor.

3 **SECURITY INTEREST**

3.1 Fixed charge

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor charges to the Security Agent by way of first fixed charge:

3.1.1 all the Shares in which it may, from time to time, have an interest; and

3.1.2 all Related Rights to those Shares;

including all rights of enforcement of the same.

3.2 Continuing Security

The security created by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until discharged by the Security Agent.

4 **PERFECTION OF SECURITY INTEREST**

The Chargor shall execute and do at its own cost and in such form as may be required by the Security Agent:

4.1 such further additional charges, assignments, transfers and conveyances; and

4.2 such assurances, deeds, documents, acts and things,

as the Security Agent may require to perfect or protect the Security Interests created or intended to be created by this Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with this Deed.

5 **SHARES**

5.1 Share title documentation

Within 10 Business Days of the date of this Deed and notwithstanding any other term of the Finance Documents, the Chargor will deposit with the Security Agent in respect of each Share:

5.1.1 all share certificates, warrants or other documents of title;

5.1.2 duly executed undated blank stock transfer forms; and

5.1.3 if applicable, forms of waiver of any pre-emption rights and any other documents, consents and monies necessary to enable such transfers to be registered by the Security Agent.

5.2 Voting prior to an Event of Default which is continuing

Prior to an Event of Default which is continuing, the Chargor may continue to exercise all voting and other rights (including the right to receive dividends, interest, principal or other payments of money) relating to the Shares provided that such rights are not exercised in a way which (and the Chargor shall not permit anything which):

5.2.1 jeopardises the Security Interest constituted by this Deed;

5.2.2 varies the rights attaching to the Shares; or

5.2.3 relates to a participation in a rights issue or to receiving dividends other than in cash or concerns a merger, consolidation, allotment of shares, change to constitutional documents, transfer of ownership (legal or beneficial), liquidation, striking off, insolvency or matters which are prohibited or restricted by the Finance Documents.

5.3 Voting after an Event of Default which is continuing

5.3.1 Following an Event of Default which is continuing, the Security Agent may (without notice to or consent from the Chargor) exercise any rights (including the right to collect dividends, interest, principal or other payments of money but excluding the right to vote) in respect of the Shares and may do anything necessary to complete any transfer form in favour of itself or otherwise.

5.3.2 Following an Event of Default which is continuing and the service of notice upon the Chargor, the Security Agent may (without consent from the Chargor) exercise any right to vote or refrain from voting in respect of the Shares.

5.4 Obligations

The Chargor shall promptly pay all calls, costs and/or other payments in respect of their respective Shares and shall give to the Security Agent, upon request, copies of all information, offers, notices or other materials supplied to the members of the issuers of the Shares and shall advise the Security Agent promptly of any material occurrence affecting the Shares or any other part of the Security Interest granted to the Security Agent by this Deed and shall give to the Security Agent such information as it may reasonably require relating to the Shares.

## 6 REPRESENTATIONS AND WARRANTIES

The Chargor makes the representations and warranties set out in this clause 6 (Representations and Warranties) to the Security Agent.

6.1 Status

It has the power to own and charge its assets, including, without limitation, the Shares and the Related Rights.

6.2 Non-conflict

The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with any agreement or instrument binding upon it or any of its assets.

6.3 Binding obligations

The obligations expressed to be assumed by the Chargor in this Deed are legal, valid, binding and enforceable obligations.

6.4 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.

6.5 Solvency

No step has been taken which constitutes or may, subject only to the passage of time or service of a notice, result in the occurrence of an Event of Insolvency in respect of it.

6.6 Legal and beneficial ownership

It is and will remain the sole legal and beneficial owner of the Shares listed against its name in the definition of Shares, free from any encumbrance or Security Interest except as created by this Deed.

6.7 Effective Security Interest

This Deed is an effective Security Interest over the Charged Assets.

6.8 Fully paid

The Shares are fully paid and free from any encumbrance or Security Interest other than that created by this Deed.

6.9 Share Capital

The Shares represent not less than 50% plus one Ordinary share of the entire issued share capital of the Company.

6.10 Persons of significant control

The Chargor has complied with all notices relating to all or any of the Shares received by them pursuant to sections 790D and 790E of the Companies Act 2006.



No warning notice has been issued under paragraph 1(2) of Schedule 1B of the Companies Act 2006 and no restrictions notice has been issued under paragraph 1(3) of Schedule 1B of the Companies Act 2006 in respect of any of the Shares.

6.11 Repetition of representations

Save where expressed to be given on a specific date, the representations and warranties set out in this clause 6 (Representations and Warranties) are made by the Chargor on the date of this Deed and in addition are deemed to be made by the Chargor by reference to the facts and circumstances then existing on the date of each drawdown under the Loan Agreement.

**7 COVENANTS**

The Chargor gives the undertakings in this clause 7 (Covenants) which remain in force from the date of this Deed until this Deed is discharged.

7.1 Information

The Chargor shall supply to the Security Agent such information regarding the Company's financial condition, business and operations as the Security Agent may reasonably request.

7.2 Negative pledge

The Chargor shall not, create or permit to subsist any Security Interest over any of the Charged Assets save for the Security Interest created pursuant to this Deed and any Permitted Security.

7.3 Disposals

The Chargor shall not sell, lease, transfer or otherwise dispose of any of the Charged Assets.

7.4 Compliance with requests for information

The Chargor shall supply copies to the Security Agent and comply with all requests for information which are made under the Companies Act 2006 (including, without limitation, under sections 790D and 790E of the Companies Act 2006) relating to all or any part of the Secured Assets. If the Chargor fails to do so, the Security Agent may elect to provide such information to the Security Agent as it may have on behalf of the Chargor.

**8 RIGHTS OF ENFORCEMENT**

8.1 Enforcement

8.1.1 The Secured Liabilities shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed.

- 8.1.2 The enforcement powers of the Security Agent in connection with this Deed shall be immediately exercisable upon an Event of Default which is continuing or, at the Security Agent's discretion, at the request of the Chargor.
- 8.1.3 Clause 8.1.2 shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under Schedule A1 of the Insolvency Act 1986.
- 8.1.4 The restrictions imposed by section 103 of the Act shall not apply to the Security Interest created by this Deed.
- 8.1.5 In addition to all other protection afforded by statute, every purchaser (as defined by section 205 of the Act) or other party dealing with the Security Agent or any Receiver shall be entitled to assume without enquiry that an Event of Default has occurred which is continuing and that the Secured Liabilities are outstanding and have become due.

## 8.2 Security Agent's and Receiver's powers and rights

- 8.2.1 Upon the security created by this Deed having become enforceable, and indefinitely thereafter, the Security Agent shall have the power:
  - 8.2.1.1 to appoint a Receiver of the whole or any part of the Charged Assets and (so far as the law allows) to remove and/or substitute any such appointee;
  - 8.2.1.2 to appropriate the Charged Assets in accordance with clause 8.3 (Right of appropriation); and
  - 8.2.1.3 to appoint an administrator of the Chargor and paragraph 14 of schedule B1 of the Insolvency Act 1986 shall apply to this Deed.
- 8.2.2 The Security Agent (without becoming a mortgagee in possession) and/or any Receiver (without personal liability) shall have the power to:
  - 8.2.2.1 exercise all statutory and other powers and rights (including the powers conferred upon an administrative receiver by schedule 1 to the Insolvency Act 1986 whether or not the Security Agent and/or any Receiver is an administrative receiver);
  - 8.2.2.2 the powers and rights specified in Schedule 2; and
  - 8.2.2.3 exercise them in the name of the Chargor and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.

## 8.3 Right of appropriation

To the extent that any of the Charged Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under it constitute a "security financial collateral

arrangement" (in each case as defined in, and for the purposes of, 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 Liabilities and transfer title in and to it to the Security Agent. For this purpose, the Parties agree that the value of the financial collateral so appropriated shall be the market price of such financial collateral 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. The Parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

#### 8.4 Receiver as agent

So far as the law allows, a Receiver shall be the agent of the Chargor who shall be solely liable for his acts, defaults and, unless the Obligors have not paid such amounts pursuant to the terms of the Loan Agreement, remuneration, but the Security Agent shall be entitled to agree the fees and expenses of and the mode of payment to the Receiver.

#### 8.5 Further powers

If the Chargor defaults in the observance and performance of any obligation to the Security Agent, the Security Agent or its agents (without any of them becoming a mortgagee in possession) may at any time (but shall not be obliged to) do such things as it considers necessary to remedy the default.

#### 8.6 Power of attorney

The Chargor hereby irrevocably appoints the Security Agent and the Receiver jointly and also severally its Attorney and Attorneys for it and in its name and on its behalf and as its act and deed or otherwise to seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid and the Chargor hereby declares that as and when the security hereby created shall become enforceable it will hold all the property hereby charged by it (subject to its right of redemption) upon trust to convey assign or otherwise deal with the same in such manner and to such person as the Security Agent shall direct and declares that it shall be lawful for the Security Agent to appoint a new trustee or new trustees of the said property and in particular at any time or times to appoint a new trustee or new trustees thereof in place of the Chargor as if the Chargor desired to be discharged from the trust or in place of any trustee or trustees appointed under this power as if he or they were dead.

## 9 APPLICATION OF RECEIPTS

### 9.1 Priority of payment

All monies received by the Security Agent and/or any Receiver in the enforcement of this Deed shall (subject as follows) be applied in the following order, in payment:

- 9.1.1 firstly, in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Security Agent (and any Receiver, Delegate,

attorney or agent appointed by it) under or in connection with this Deed, and of all remuneration due to any Receiver under or in connection with this Deed;

9.1.2 secondly, in or towards payment of or provision for the Secured Liabilities in any order and manner that the Security Agent determines in accordance with the Loan Agreement; and

9.1.3 thirdly, in payment of the surplus (if any) to the Chargor or other person entitled to it.

9.2 Crediting to suspense account

The Security Agent or any Receiver may credit any monies received from the enforcement of this Deed to any suspense account in any manner and for such period as the Security Agent or that Receiver thinks fit.

## 10 NOTICES

All communications to be made hereunder shall be made in accordance with clause 16 (*Notices*) of the Loan Agreement.

## 11 DISCHARGE

11.1 If the Security Agent is satisfied that the Secured Liabilities have been unconditionally and irrevocably paid, repaid and discharged in full, the Security Agent will, at the request and cost of the Chargor, discharge this Deed.

11.2 No discharge will be of any effect if any Security Interest or payment given or made in respect of the Secured Liabilities is rescinded, avoided, reduced or invalidated whether in respect of any insolvency or otherwise.

11.3 No part of the security from time to time intended to be constituted by this Deed shall be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of any part of the Secured Liabilities.

## 12 GENERAL PROVISIONS

12.1 Trust provisions

The undertakings and representations made by the Chargor under this Deed are made in favour of the Security Agent.

12.2 Enforcement

It shall not be necessary for the Security Agent before taking any enforcement under this Deed to enforce or seek to enforce any guarantee or other Security Interest or other rights whether from or against the Chargor or any other person. This clause 12.2 (Enforcement) applies irrespective of any law or any provision of a Finance Document to the contrary.

12.3 Exercise of powers and liability

- 12.3.1 This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Security Agent of any other Security Interest at any time held by the Security Agent.
- 12.3.2 The Security Agent may, at any time after this Deed has become enforceable, redeem or transfer to itself any prior Security Interest against the Charged Assets and may settle and pay the accounts of the prior chargee (which shall be binding on the Chargor). All principal monies, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid by the Chargor to the Security Agent on demand.
- 12.3.3 None of the provisions of this Deed shall be deemed to impose on the Security Agent or imply on their part any obligation or other liability in relation to the Charged Assets.

#### 12.4 New Accounts

On receiving notice that the whole or any part of the Charged Assets has been encumbered by any Security Interest (other than the Security Interest created pursuant to this Deed) or disposed of:

- 12.4.1 the Security Agent may close the Chargor's then subsisting account (if any) and open a new account with the Chargor, and (unless the Security Agent gives the Chargor written notice otherwise) shall be deemed to have done so;
- 12.4.2 all payments made to the Security Agent after that date will be credited (or be treated as having been credited) to the new account; and
- 12.4.3 no money credited or treated as credited to the new account shall reduce the Secured Liabilities.

#### 12.5 Consolidation

The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to any Security Interest created by this Deed.

#### 12.6 Expenses

The Chargor must, unless the Obligors have paid such amounts pursuant to the terms of the Loan Agreement, pay the Security Agent within five Business Days of demand the amount of all costs and expenses (including legal fees) properly incurred by it in connection with the enforcement of, or the preservation of any of its rights under this Deed.

#### 12.7 Rights of third parties

- 12.7.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

12.7.2 The parties may rescind or vary this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

12.8 Alienation

12.8.1 The Security Agent may assign, sell, charge or transfer the whole or any part of its rights and/or obligations under this Deed to any person.

12.8.2 No Chargor may transfer, assign or otherwise alienate any of their rights, or transfer any of their obligations, under this Deed or enter into any transaction which would result in any or all of those rights or obligations passing to or being shared with another person, and any purported transfer, assignment, alienation shall be void.

12.9 Effect as a deed

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

13 **COUNTERPARTS**

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

14 **LAW AND JURISDICTION**

14.1 Law

14.1.1 This Deed and any non-contractual obligations arising out of or in relation to this Deed shall be governed by English law.

14.2 Jurisdiction of English courts

14.2.1 The courts of England have exclusive jurisdiction to settle any dispute, including, without limitation disputes relating to any non-contractual obligations arising out of or in connection with this Deed (a "**Dispute**").

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

14.2.3 This clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented 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 Charge over Shares has been executed as a Deed and delivered on the date stated at the beginning of this Deed.

**SCHEDULE 1**

**SHARES**

<b>Shareholder</b>	<b>Shareholding</b>
Blue Heaven Holdings Limited	67,501 Ordinary shares of £1 each

## SCHEDULE 2

### SECURITY AGENT'S AND RECEIVER'S POWERS

#### 1 CONDUCT OF BUSINESS

1.1 Carry on business

To acquire any property, chattels, plant, machinery and materials.

1.2 Compromise claims

To compromise any claim relating to the Charged Assets.

1.3 Borrowing and advancing

To borrow, raise or advance money whether or not in priority to the Secured Liabilities and with or without Security Interest.

1.4 Employees

To employ solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, builders, workmen, stockbrokers and others.

#### 2 DEALING WITH THE CHARGOR'S ASSETS

2.1 Possession

To enter upon and take possession of, get in, use and/or collect any Charged Asset.

2.2 Payments

To pay any outgoings and payments charged on or otherwise relating to the Charged Assets or their ownership or use.

2.3 Receipts

To give receipts and releases for any sums received.

2.4 Assumption of rights

To assume, exercise, cancel and/or vary all or any of the powers and rights conferred on the Chargor under any Charged Asset.

2.5 Insurance

To effect insurances on such terms as it thinks fit.



### **3 DISPOSALS**

To sell or otherwise realise and deal with, and transfer title to, the Charged Assets, in return for such consideration as it thinks fit and whether or not:

- 3.1 for immediate or deferred consideration;
- 3.2 in return for a single payment or instalments; and
- 3.3 for consideration wholly or partly in cash, property or securities in whatever form,
- 3.4 and in all cases the terms of which shall bind any subsequent mortgagee.

### **4 GENERAL**

#### **4.1 General powers**

To do or abstain from doing all such things as it considers necessary or desirable for perfecting, maintaining preserving or enhancing the value of any of the Charged Assets or for or in connection with the enforcement of the Security Interest charges created by this Deed or the realisation of any of the Charged Assets, including:

- 4.1.1 executing, delivering and completing all or any deeds or other documents;
- 4.1.2 using the name of the Chargor in connection with any of the purposes in this Schedule (Security Agent's and Receiver's powers);
- 4.1.3 commencing, carrying out and completing any acts, matters or proceedings in relation to any Charged Asset as if it were the sole and absolute beneficial owner of the Charged Assets; and
- 4.1.4 obtaining, entering into and maintaining any bonds, covenants, commitments, engagements, guarantees and indemnities or other like arrangements.

#### **4.2 General**

All its powers and discretions under this Deed shall be:


- 4.2.1 exercisable on such terms and conditions and otherwise as it may think fit; and
- 4.2.2 as if it were the absolute and beneficial owner.

**THE CHARGOR**

**EXECUTED** by **BLUE HEAVEN HOLDINGS LIMITED** acting by a director in the presence of: )  
)



Director

  
\_\_\_\_\_  
RYAN BURNS

Witness signature

Witness name (PRINT)

2ND FLOOR, ST GEORGE'S COURT

Witness address

UPPER CHURCH STREET, DUBLIN, IRELAND, IRL 1EE

ADMINISTRATOR

Witness occupation

**THE SECURITY AGENT**

**EXECUTED (BUT NOT DELIVERED UNTIL THE DATE HEREOF) AS A DEED** )  
**on behalf of BLYTHE CAPITAL** )  
acting by a director in the presence of: )  
)

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_

Witness signature

\_\_\_\_\_

Witness name

\_\_\_\_\_

Witness address

\_\_\_\_\_

Witness occupation

**THE CHARGOR**

**EXECUTED** by **BLUE HEAVEN HOLDINGS** )  
**LIMITED** acting by a director in the presence of: )

\_\_\_\_\_  
Director

\_\_\_\_\_

Witness signature

\_\_\_\_\_

Witness name (PRINT)

\_\_\_\_\_

Witness address

\_\_\_\_\_

Witness occupation

**THE SECURITY AGENT**

**EXECUTED (BUT NOT DELIVERED** )  
**UNTIL THE DATE HEREOF) AS A DEED** )  
on behalf of **BLYTHE CAPITAL** )  
acting by a director in the presence of: )

DocuSigned by:  
*Andrew James Bell*  
93511B3B4202497  
\_\_\_\_\_  
Authorised Signatory  
Andrew James Bell

\_\_\_\_\_  
Authorised Signatory

DocuSigned by:  
*Jan Albrecht*  
3D85D0E0D628433

\_\_\_\_\_  
Jan Albrecht

Witness signature

\_\_\_\_\_  
9 whiteleys Lane Ormskirk L40 6HE

Witness name

\_\_\_\_\_  
retired

Witness address

Witness occupation