



Registration of a Charge

Company name: **HENNESSY SPORTS WORLDWIDE LIMITED**
Company number: **08208626**



X41MO1W1

Received for Electronic Filing: **23/10/2015**

Details of Charge

Date of creation: **16/10/2015**
Charge code: **0820 8626 0001**
Persons entitled: **ALI SHAMS POUR**
Brief description: **ALL THE ASSETS, UNDERTAKING, PROPERTY AND COPYRIGHTS
PURSUANT TO CLAUSE 3 OF THE DEBENTURE DATED 16 OCTOBER
2015**

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:

CHARLES LEVEQUE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8208626

Charge code: 0820 8626 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th October 2015 and created by HENNESSY SPORTS WORLDWIDE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd October 2015 .

Given at Companies House, Cardiff on 26th October 2015

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



Companies House

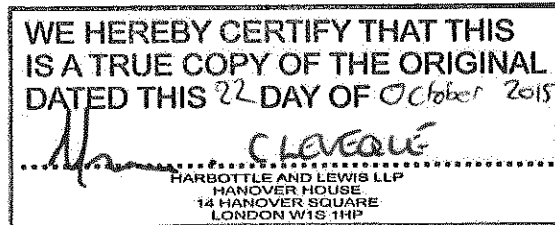


THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 16 October 2015

Debenture

- (1) Ali Shams Pour (as Lender)
- (2) Hennessy Sports Worldwide (as Chargor)



Harbottle & Lewis LLP
Hanover House
14 Hanover Square
London
W1S 1HP

T + 44 (0)20 7667 5000
F + 44 (0)20 7667 5100
www.harbottle.com
DX 44617 Mayfair

Ref: 510/310006/31

Table of Contents

1.	Definitions and Interpretation.....	1
2.	Covenant to Pay.....	5
3.	Grant of Security.....	5
4.	Liability of Chargor.....	6
5.	Representations, Warranties and Covenants	7
6.	Powers of the Lender and Enforcement.....	7
7.	Costs and Indemnity	8
8.	Release.....	8
9.	Further Provisions.....	8
	Schedule 1 Part A: Representations and warranties.....	11
	Part B: Covenants	11
	Schedule 2 Powers of Lender	15
	Schedule 3 Enforcement	17
	Schedule 4 Further Powers of Receiver	21

THIS DEED is made on the

16 day of October

2015

PARTIES:

- (1) Ali Shams Pour of _____ (Lender); an
- (2) Hennessy Sports Worldwide Limited whose registered office is at 150 High Street Sevenoaks Kent TN13 1XE (Chargor).

RECITALS:

- (A) Pursuant to the terms of a loan agreement (Loan Agreement) to be entered into between the Chargor and the Lender on the date of this Debenture, the Lender has loaned certain monies to the Chargor.
- (B) This Debenture provides the security which the Chargor has agreed to give the Lender in respect of the Chargor's obligations and liabilities to the Lender.

AGREED TERMS:

1. Definitions and Interpretation

1.1 In this Debenture the following words and phrases shall have the following meanings:

Administrator	an administrator appointed to manage the affairs, business and property of the Chargor pursuant to Paragraph 15 of Schedule 3;
Assigned Agreement	means any contract, deed or agreement to which the Chargor may from time to time be a party and which the Lender may at any time or from time to time elect should be an Assigned Agreement for the purposes of this Debenture by serving written notice of such election upon the Chargor;
Book Debts	all present and future book and other debts and monetary claims due or owing to the Chargor and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Chargor in relation to any of them;
Charged Property	all the assets, property and undertaking for the time being subject to the security interests created by this Debenture (and references to the Charged Property include references to any part of it);
Costs	all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged thereon;
Encumbrance	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of

security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

Equipment	all present and future equipment (including, without limitation, computer and office equipment), plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Chargor, including any part of it and all spare parts, replacements, modifications and additions;
Financial Collateral	shall have the meaning given to that expression in the Financial Collateral Regulations;
Financial Collateral Regulations	the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226);
Insurance Policies	all the contracts and policies of insurance effected or maintained by the Chargor from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment);
Intellectual Property	the Chargor's present and future patents, trade marks, service marks, trade names, business names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any other intellectual property or similar rights and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights;
Investments	all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Chargor, including all rights accruing or incidental to those investments from time to time;
Loan Agreement	has the meaning given in Recital (A);
Permitted Encumbrance	<ul style="list-style-type: none">(a) any netting or set-off arrangement entered into by the Chargor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;(b) any lien or right of set-off arising by operation of law (including security interests for taxation and other governmental charges) and in the ordinary course of trading; and(c) any lien or similar interest arising under retention of title provisions in the normal terms

of business of suppliers to the Chargor;

Properties	all estates and interests now or in the future (and from time to time) owned by the Chargor in or to any freehold and/or leasehold properties (whether registered or unregistered) and all commonhold properties and Property means any of them;
Receiver	a receiver and/or manager of any or all of the Charged Property appointed under Paragraph 6 of Schedule 3;
Restriction	means in respect of any Investments which are at any time legally and/or beneficially owned by the Chargor or in which the Chargor has any interest, any prohibition or restriction (whether contained within the terms of the articles of association or other constitutional documents of the issuer thereof or in any shareholders' agreement or other agreement or otherwise) which would preclude the Chargor from creating any charge over its interest in those Investments on the terms set out in this Debenture without first obtaining one or more consents or approvals from any other person or persons (any such consents or approvals being Consents);
Secured Liabilities	all present and future monies, indebtedness, obligations and liabilities which are now or may at any time in the future be due, owing or incurred by the Chargor to the Lender in any manner whatsoever, whether actual or contingent and whether owed jointly or severally, as principal or surety and whether under, pursuant to or in connection with the Loan Agreement and/or this Debenture or otherwise together with all interest (including, without limitation, default interest) accruing in respect of such monies, indebtedness, obligations or liabilities and all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under the Loan Agreement and/or this Debenture and for any other agreement pursuant to which the Lender lends money to the Chargor;
Security Financial Collateral Arrangement	shall have the meaning given to that expression in the Financial Collateral Regulations; and
Security Period	the period starting on the date of this Debenture and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

1.2 Unless the context otherwise requires, in this Debenture:

- 1.2.1 any reference to any statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this Debenture;
 - 1.2.2 a reference to one gender includes a reference to the other gender and words in the singular include the plural and vice versa;
 - 1.2.3 a reference to a **clause** or **Schedule** is to a clause or Schedule of or to this Debenture;
 - 1.2.4 a reference to **this Debenture** (or any specified provision of it) or any other document shall be construed as a reference to this Debenture, that provision or that document as in force for the time being and as amended or novated from time to time;
 - 1.2.5 a reference to a **person** shall be construed as including a reference to an individual, firm, corporation, unincorporated body of persons or any state or any agency of a person;
 - 1.2.6 a reference to an **amendment** includes a supplement, variation, novation or re-enactment (and amended shall be construed accordingly);
 - 1.2.7 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
 - 1.2.8 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - 1.2.9 a reference to the **Chargor** or the **Lender** shall include its successors, permitted transferees and permitted assigns; and
 - 1.2.10 the headings do not form part of this Debenture or any part of it and do not affect its interpretation.
- 1.3 If the Lender considers that an amount is capable of being avoided or otherwise set aside on liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Debenture.
- 1.4 A reference in this Debenture to a charge or mortgage of any freehold, leasehold or commonhold property includes:
- 1.4.1 all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property;
 - 1.4.2 the proceeds of sale of any part of that property; and
 - 1.4.3 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any monies paid or payable in respect of those covenants.
- 1.5 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 the terms of the Loan Agreement and of any side letters between any parties in relation to the Loan Agreement are incorporated in this Debenture.

- 1.6 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this Debenture.
- 1.7 The perpetuity period applicable to all trusts declared by this Debenture shall be 80 years.
- 1.8 The Schedules form part of this Debenture and will be of full force and effect as though they were expressly set out in the body of this Debenture.

2. Covenant to Pay

The Chargor covenants that it shall on demand pay and discharge the Secured Liabilities to the Lender when they become due.

3. Grant of Security

- 3.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee:

3.1.1 charges to the Lender, by way of first legal mortgage, all Properties acquired by the Chargor as at the date of this Debenture;

3.1.2 charges to the Lender, by way of first fixed charge:

- (a) all Properties acquired by the Chargor in the future;
- (b) all present and future interests of the Chargor not effectively mortgaged or charged under the preceding provisions of this Clause 3 in or over freehold or leasehold property;
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
- (d) all licences, consents, approvals and authorisations, statutory or otherwise held or required in connection with the Chargor's business or the use of any Charged Property and all rights in connection with them;
- (e) all its present and future goodwill and uncalled capital;
- (f) all Equipment;
- (g) all Intellectual Property;
- (h) all Investments;

3.1.3 assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, all its rights in respect of each Insurance Policy;

3.1.4 assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, to the extent it is assignable, the benefit of each Assigned Agreement and the benefit of any guarantee or security for the performance of an Assigned Agreement; and

3.1.5 charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Chargor at any time not effectively mortgaged, charged or

assigned pursuant to the preceding provisions of this Clause 3.1 (including, without limitation, any and all Book Debts and any and all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person).

3.2 The floating charge created by Clause 3.1.5 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:

3.2.1 the Chargor:

(a) creates, or attempts to create, over all or any part of the Charged Property without the prior written consent of the Lender an Encumbrance or any trust in favour of another person; or

(b) disposes or attempts to dispose of all or any part of the Charged Property (other than property subject only to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary and usual course of business); or

3.2.2 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge; or

3.2.3 any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property; or

3.2.4 any steps are taken for the appointment of an administrator in respect of the Chargor (including, without limitation, the making of any application for an administration order in respect of the Chargor, the filing of any notice of the appointment of an administrator in respect of the Chargor or the filing of any notice of intention to appoint an administrator in respect of the Chargor); or

3.2.5 a resolution is passed or an order is made for the winding-up, liquidation or dissolution of the Chargor.

3.3 The Lender may in its sole discretion at any time by written notice to the Chargor convert the floating charge created under this Debenture into a fixed charge as regards any part of the Charged Property specified by the Lender in that notice.

3.4 Any asset acquired by the Chargor after any crystallisation of the floating charge created under this Debenture which but for such crystallisation would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of first fixed charge.

3.5 The Chargor undertakes that it shall not create or permit to subsist any Encumbrance (other than this Debenture) on, over or in respect of any of the Charged Property.

4. Liability of Chargor

4.1 The liability of the Chargor under this Debenture in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

4.1.1 any security, guarantee, indemnity, remedy or other right held by or available to the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground; or

- 4.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person; or
- 4.1.3 any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Chargor.
- 4.2 The Chargor waives any right it may have of requiring the Lender to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing this Debenture against the Chargor.
- 4.3 A certificate of the Lender specifying any amount due to the Lender from the Chargor shall, in the absence of manifest error, be prima facie evidence of such amount.
- 5. Representations, Warranties and Covenants**
- 5.1 The Chargor represents and warrants to the Lender in the terms set out in Part A of Schedule 1 on the date of this Debenture and such representations and warranties shall be deemed to be made on each day of the Security Period with reference to the facts and circumstances then existing.
- 5.2 The Chargor covenants with the Lender during the continuance of the security constituted by this Debenture in the terms set out in Part B of Schedule 1.
- 6. Powers of the Lender and Enforcement**
- 6.1 The Lender shall have the powers and rights set out in Schedule 2.
- 6.2 The security constituted by this Debenture shall be immediately enforceable in any of the circumstances set out in Paragraph 1 of Schedule 3. The parties to this Debenture agree that the provisions of Schedule 3 shall apply to this Debenture and shall be binding between them.
- 6.3 A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 4.
- 6.4 To the extent that the Charged Property constitutes Financial Collateral and this Debenture and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement, the Lender shall have the right, at any time after the security constituted by this Debenture has become enforceable, to appropriate all or any of that Charged Property in or towards the payment and/or discharge of the Secured Liabilities in such order as the Lender in its absolute discretion may from time to time determine. The value of any Charged Property appropriated in accordance with this clause shall be the price of that Charged Property at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may select (including independent valuation). The Chargor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.
- 6.5 In addition to any general lien or similar rights to which it may be entitled by operation of law, the Lender may at any time and without notice to the Chargor combine or consolidate all or any of the Chargor's then existing accounts with and liabilities to the Lender 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 Liabilities.

6.6 Until all Secured Liabilities have been irrevocably and unconditionally paid and discharged in full, the Lender 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 Debenture in a separate or suspense account to the credit of either the Chargor or the Lender without any obligation to apply all or any part of such moneys in or towards the discharge of the Secured Liabilities.

7. Costs and Indemnity

7.1 The Chargor shall pay to or reimburse the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender and/or any Receiver in relation to:

7.1.1 this Debenture or the Charged Property; or

7.1.2 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or the Receiver's rights under this Debenture; or

7.1.3 suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in relation to this Debenture or the Secured Liabilities) together with, in the case of Clause 7.1.2 and Clause 7.1.3, interest on the amount due at any default rate of interest specified in the Loan Agreement (or if no such rate is specified then at the rate of 2% per annum above the base rate for the time being of the Bank of England).

7.2 The Lender and any Receiver and their respective employees and agents shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

7.2.1 the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Debenture; or

7.2.2 any matter or thing done or omitted to be done in relation to the Charged Property under those powers; or

7.2.3 any default or delay by the Chargor in performing any of its obligations under this Debenture.

8. Release

Subject to Clause 9.3, upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Chargor, take whatever action is reasonably necessary to release the Charged Property from the security constituted by this Debenture.

9. Further Provisions

9.1 This Debenture shall be in addition to and independent of every other security or guarantee which the Lender may at any time hold for any of the Secured Liabilities and no prior security held by the Lender over the whole or any part of the Charged Property shall merge in the security created by this Debenture.

9.2 This Debenture shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, unless and until the Lender discharges this Debenture in writing.

- 9.3 Any release, discharge or settlement between the Chargor and the Lender shall be deemed conditional upon no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise and, notwithstanding any such release, discharge or settlement:
- 9.3.1 the Lender or its nominee shall be at liberty to retain this Debenture and the security created by or pursuant to this Debenture, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Lender shall deem necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and
- 9.3.2 the Lender shall be entitled to recover the value or amount of such security or payment from the Chargor subsequently as if such release, discharge or settlement had not occurred.
- 9.4 A certificate or determination by the Lender as to any amount for the time being due to it from the Chargor shall (in the absence of any manifest error) be conclusive evidence of the amount due.
- 9.5 The rights and powers of the Lender conferred by this Debenture are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law. Any waiver or variation of any right by the Lender (whether arising under this Debenture or under the general law) shall only be effective if it is in writing and signed by the Lender and applies only in the circumstances for which it was given and shall not prevent the Lender from subsequently relying on the relevant provision. No act or course of conduct or negotiation by or on behalf of the Lender shall in any way preclude the Lender from exercising any right or power under this Debenture or constitute a suspension or variation of any such right or power. No delay or failure to exercise any right or power under this Debenture shall operate as a waiver. No single or partial exercise of any right under this Debenture shall prevent any other or further exercise of that or any other such right.
- 9.6 The restriction on the right of consolidation contained in section 93 of the Law of Property Act 1925 shall not apply to this Debenture.
- 9.7 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Debenture under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.
- 9.8 This Debenture may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.
- 9.9 A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Debenture.
- 9.10 Any notice or other communication given under this Debenture shall be in writing and shall be served on a party by delivering it personally or by sending it by pre-paid first-class post to the address of that party set out at the beginning of this Debenture or such other address in the United Kingdom as may be notified in writing from time to time by the relevant party to the other party. Receipt of any notice given in accordance with the preceding provisions of this clause shall be deemed to occur if delivered personally, at the time of delivery or in the case of pre-paid first-class letter, 2 days after the date of posting. In proving service of a notice, it shall

be sufficient to prove that the envelope containing such notice was addressed to the correct address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid first-class letter.

9.11 The Chargor shall at its own expense promptly take whatever action the Lender may reasonably require for:

9.11.1 giving effect to the security intended to be created by this Debenture; and

9.11.2 facilitating the realisation of any of the Charged Property or the exercise of any right, power or discretion exercisable by the Lender or any Receiver in respect of any of the Charged Property,

including the execution of any security or other document (in such form as the Lender may reasonably require), the giving of any notice and the making of any registration.

9.12 The Lender may at any time, without the consent of the Chargor, assign or transfer the whole or any part of the Lender's rights and/or obligations under this Debenture to any person. The Chargor may not assign any of its rights or transfer any of its obligations under this Debenture or enter into any transaction, which would result in any of those rights or obligations passing to another person.

9.13 This Debenture and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed according to the law of England and Wales. The parties to this Debenture irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Debenture or its subject matter or formation (including non-contractual disputes or claims).

9.14 The Chargor irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this Debenture relating to service of notices. Nothing contained in this Debenture shall affect the right to serve process in any other manner permitted by law.

IN WITNESS of which this Debenture has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1

Part A: Representations and warranties

1. The Charged Property is, or when acquired will be, legally and beneficially owned by the Chargor free from any Encumbrance (other than the Encumbrances created by this Debenture or any Permitted Encumbrance).
2. No Encumbrance expressed to be created by this Debenture is liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.
3. As at the date of this Debenture none of the Charged Property is the subject of or threatened by any litigation, arbitration or administrative proceedings and no such litigation, arbitration or administrative proceedings have been threatened or are likely in relation to any of the Charged Property.

Part B: Covenants

1. The Chargor shall not at any time, except with the prior written consent of the Lender:
 - 1.1 create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged Property other than any Encumbrance created by this Debenture or any Permitted Encumbrance;
 - 1.2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Charged Property (except, in the normal and usual course of business, Charged Property which is only subject to an uncrystallised floating charge); or
 - 1.3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.
2. The Chargor shall not do or omit to do, or permit to be done or omitted to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this Debenture and shall promptly provide to the Lender whatever information, documents or papers relating to the Charged Property as the Lender may from time to time reasonably request.
3. The Chargor shall:
 - 3.1 insure and keep insured all of its undertaking and assets with reputable and responsible insurers previously approved by the Lender in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or similar business and in the same or similar localities against such risks and contingencies as the Lender shall from time to time request;
 - 3.2 procure that the interest of the Lender is noted on all its policies of insurance in such manner as the Lender may in its absolute discretion require and shall duly and punctually pay all premiums and any other monies necessary for maintaining its insurance in full force and effect.
 - 3.3 apply all monies received by virtue of any insurance of the whole or any part of the Charged Property;

- 3.3.1 in making good or in recouping expenditure incurred in making good any loss or damage; or
- 3.3.2 if the Lender in its discretion so requires, towards the discharge of the Secured Liabilities.
4. The Chargor shall, if so requested at any time after the execution of this Debenture (or, if later, the date of acquisition of the relevant Charged Property), provide the Lender (or its representatives) with access to and/or copies of or, if required, deposit with the Lender (and the Lender shall during the continuance of this Debenture be entitled to hold) all deeds and documents of title relating to the Charged Property which are in the possession or control of the Chargor (and, if not within the possession and/or control of the Chargor, the Chargor undertakes to obtain possession of all such deeds and documents of title) and/or such other records, documents or information (on whatever medium held) relating to the Chargor, its business and/or any of the Charged Assets.
5. The Chargor, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Lender may reasonably require) in favour of the Lender as the Lender shall from time to time reasonably require over all or any part of the Charged Property and give all notices, orders and directions which the Lender may reasonably require for perfecting, protecting or facilitating the realisation of its security over the Charged Property.
6. The Chargor shall comply 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 and with any covenants or obligations affecting any of the Charged Property or the manner of use of any of it.
7. The Chargor shall:
- 7.1 observe and comply with all material obligations 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;
- 7.2 pay when due all fees necessary to maintain, protect and safeguard any registered Intellectual Property;
- 7.3 take all reasonable steps (including the commencement of legal proceedings) as may be necessary to protect, safeguard and maintain the validity, reputation, integrity, registration or subsistence of its Intellectual Property;
- 7.4 not, except with the prior written consent of the Lender 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 or is likely to adversely affect the value of the goodwill of the Chargor.
8. The Chargor shall after the security constituted by this Deed becomes enforceable:
- 8.1 hold all dividends, distributions and other moneys paid on or derived from the Investments on trust for the Lender;
- 8.2 comply (and procure that its nominees comply) with any directions from the Lender concerning the exercise of any voting or other rights and powers attaching to the Investments;
- 8.3 permit the Lender to complete any instrument(s) of transfer for the Investments on behalf of the Chargor in favour of itself or such other person as it may select.

9. The Chargor shall:
 - 9.1 permit the Lender and any Receiver and any person appointed by either of them to enter upon and inspect any Property during normal business hours upon reasonable prior notice;
 - 9.2 send to the Lender within 14 days of receipt a copy of every material notice, order or proposal given, or made in relation to, the Properties by any competent planning authority or other public body and (if required by the Lender) either comply with such notice, order or proposal or make such objections to the same as the Lender may reasonably require or approve;
 - 9.3 duly and punctually pay all rates, rents, taxes and other outgoings owed by it in respect of the Properties and maintain all buildings and erections forming part of the Charged Property in a reasonable state of repair subject to fair wear and tear;
 - 9.4 not carry out any development within the meaning of section 55 of the Town and Country Planning Act 1990 of all or any part of any Property without first obtaining the written consent of the Lender;
 - 9.5 notify the Lender promptly upon the acquisition of any Property;
 - 9.6 in respect of any 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:
 - 9.6.1 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 Property;
 - 9.6.2 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 Lender;
 - 9.7 authorise the Lender to make any application which the Lender deems appropriate for the designation of this Deed and 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 Lender;
 - 9.8 notify the Lender 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.
10. The Chargor shall deliver to the Lender on the date of this deed all share certificates and/or other documents of title relating to or issued in respect of or representing any Investments which are owned by the Lender at the time of execution of this deed, along with:
 - 10.1 transfer forms (in the form approved prior to the time at which this deed is entered into) in respect of each of such Investments duly signed by the Chargor but left undated and blank in respect of the transferee and the consideration; and
 - 10.2 such other documents as the Lender requires to perfect its title in, to and under such Investments (duly executed by the Chargor if required) or for vesting or enabling the same to vest the same in itself or any purchaser.
11. If the Chargor shall acquire any Investments after the time of execution of this deed then it must, promptly following such acquisition (and in any event within 5 Business Days of such acquisition), deliver to the Lender:

- 11.1.1 all share certificates and/or other documents of title relating to or issued in respect of or representing such Investments; and
- 11.1.2 such other documents (including any transfer forms and duly executed by the Chargor if required) in such form as the Lender requires in order to allow the Lender to perfect his title in, to and under such Investments or for vesting or enabling the same to vest the same in the Lender or any purchaser.

12. If the Chargor shall acquire any Investments after the time of execution of this deed then it must procure that neither the articles of association or other constitutional documents of the issuer of such Investments nor any shareholders' or other agreement entered into by the Chargor shall contain any Restrictions (or, to the extent that any such Restrictions exist that Consents shall have been obtained in a form approved in advance by the Lender) and, in addition, the Chargor shall procure that there shall be included within the articles of association or other constitutional documents of the Issuer concerned language in the following form (or language in a form to be approved by the Lender which is substantially similar to and which has the same effect as the following language):

"Notwithstanding any other provisions of these Articles, the directors shall not be entitled to decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:

- (a) is made to any person to whom such shares have been charged by way of security, or to any nominee of or a receiver appointed by any such person (any such person or his nominee or any receiver appointing by him being a **Secured Person**); or
- (b) is delivered to the Company for registration by or on behalf of a Secured Person in order to perfect any security granted over or in respect of such shares; or
- (c) is executed or made by a Secured Person pursuant to any power of sale or other power under or related to any security granted over or in respect of such shares;

and furthermore notwithstanding anything to the contrary in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Person and no Secured Person or other transferee of such shares shall be required to provide any prior written notice to the Company or to offer the shares which are or are to be the subject of any transfer aforesaid to the Company or any of the other members for the time being of the Company and neither the Company nor any of its members shall have any right under these Articles or otherwise howsoever to require such shares to be offered to or transferred to them whether for consideration or not and no pre-emption or similar provisions contained in these Articles shall apply to any such transfer. Furthermore, notwithstanding anything contained in these Articles, the Company and the directors shall not be entitled to exercise any lien which the Company has in respect of any shares which are subject to any charge."

13. Prior to the time at which the security constituted by this deed has become enforceable but subject to the other provisions of this Debenture the Chargor:

13.1 shall remain the registered owner of the Investments;

13.2 agrees that it shall not exercise, or seek to exercise any of the rights, powers and/or privileges attaching to any of the Investments or which are otherwise capable of being exercised by the registered holder of any of the Investments without the express prior written consent of the Lender (and then only in accordance with any directions or instructions that may from time to time be given by the Lender to the Chargor).

Schedule 2
Powers of Lender

1. The Lender shall be entitled (but shall not be bound) to remedy a breach at any time by the Chargor of any of its obligations contained in this Debenture and the Chargor irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose.
2. The rights of the Lender under Paragraph 1 of this Schedule are without prejudice to any other rights of the Lender under this Debenture and the exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.
3. At any time after the security constituted by this Debenture shall have become enforceable, the Lender or any Receiver:
 - 3.1 may dispose of any chattels or produce found on any Property as agent for the Chargor; and
 - 3.2 without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Chargor against any liability arising from such disposal.
4. At any time after the security constituted by this Debenture shall have become enforceable or after any powers conferred by any Encumbrance having priority to this Debenture shall have become exercisable, the Lender may:
 - 4.1 redeem such or any other prior Encumbrance or procure its transfer to itself; and
 - 4.2 settle any account of the holder of any prior Encumbrance.

The settlement of any such account shall be conclusive and binding on the Chargor and all monies paid by the Lender to an encumbrancer in settlement of such an account shall, as from its payment by the Lender, be due from the Chargor to the Lender on current account and shall bear interest and be secured as part of the Secured Liabilities.
5. If the Lender:
 - 5.1 receives notice of any subsequent Encumbrance or other interest affecting all or part of the Charged Property, the Lender may open a new account or accounts for the Chargor in the Lender's books and (without prejudice to the Lender's right to combine accounts) no money paid to the credit of the Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities; or
 - 5.2 does not open a new account or accounts immediately on receipt of notice under Paragraph 5.1 of this Schedule, then, unless the Lender gives express written notice to the contrary to the Chargor, as from the time of receipt of the relevant notice by the Lender all payments made by the Chargor to the Lender shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.
6. If the Lender shall have more than one account for the Chargor in its books the Lender may at any time after:
 - 6.1 the security constituted by this Debenture has become enforceable; or
 - 6.2 the Lender has received notice of any subsequent Encumbrance or other interest affecting all or any part of the Charged Property,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit but the Lender shall notify the Chargor of the transfer once made.

7. The Lender may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons not being a party to this Debenture (whether or not such person or persons are jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Debenture or to the liability of the Chargor for the Secured Liabilities.

**Schedule 3
Enforcement**

1. This Debenture shall be enforceable if:
 - 1.1 any of the Secured Liabilities shall not be paid or discharged when the same ought to be paid or discharged by the Chargor (whether on demand or at scheduled maturity or by acceleration or otherwise, as the case may be); or
 - 1.2 the Chargor shall be in breach of any of its obligations under this Debenture or under the Loan Agreement; or
 - 1.3 the Chargor:
 - 1.3.1 becomes unable to pay its debts as they fall due (and/or the value of the Chargor's assets is less than the amount of its liabilities, taking into account the Chargor's contingent and prospective liabilities); or
 - 1.3.2 commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness; or
 - 1.3.3 makes a general assignment for the benefit of, or a composition with, its creditors; or
 - 1.4 the Chargor passes any resolution or takes any action, or a petition is presented or proceedings are commenced or any action is taken by any person, for the winding-up, liquidation, dissolution, administration or re-organisation of the Chargor or for the appointment of a receiver, liquidator, administrative receiver, administrator, trustee or similar officer of the Chargor or of any or all of its revenues and/or assets; or
 - 1.5 a distress, execution, attachment or other legal process is levied or enforced upon or sued against all or any part of the assets of the Chargor and remains undischarged for seven days; or
 - 1.6 any event occurs in relation to the Chargor that is analogous to those set out in Paragraph 1.3.3, Paragraph 1.4 or Paragraph 1.5 of this Schedule; or
 - 1.7 any representation, warranty or statement made or deemed to be made by the Chargor under this Debenture is or proves to have been incorrect or misleading when made or deemed to be made; or
 - 1.8 any Event of Default (as defined in the Loan Agreement) shall occur;

and in any such event (whether or not the event is continuing), without prejudice to any other rights of the Lender, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Lender may in its absolute discretion enforce all or any part of the security created by this Debenture as it sees fit.
2. The powers of sale conferred upon mortgagees under the Law of Property Act 1925 shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this Debenture, but the Lender shall not exercise such power of sale until the security constituted by this Debenture has become enforceable under Paragraph 1 of this Schedule.
3. The statutory powers of sale, leasing and accepting surrenders conferred upon mortgagees under the Law of Property Act 1925 and/or by any other statute shall be exercisable by the

Lender under this Debenture and are extended so as to authorise the Lender whether in its own name or in that of the Chargor to make any lease or agreement for lease, accept surrenders of lease or grant any option of the whole or any part or parts of the freehold and leasehold property of the Chargor with whatever rights relating to other parts of it and containing whatever covenants on the part of the Chargor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender thinks fit.

4. No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned:
 - 4.1 to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged, or whether the power the Lender or a Receiver is purporting to exercise has become exercisable; or
 - 4.2 to see to the application of any money paid to the Lender or any Receiver.
5. Neither the Lender nor any Receiver nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property nor shall any of them be liable for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Property for which a mortgagee in possession might as such be liable.
6. The Lender may:
 - 6.1 without further notice at any time after the security constituted by this Debenture has become enforceable, or at the request of the Chargor:
 - 6.1.1 appoint under seal or by writing under hand of a duly authorised officer of the Lender any one or more person or persons to be a receiver or a receiver and manager of all or any part of the Charged Property; and
 - 6.1.2 (subject to section 45 of the Insolvency Act 1986) from time to time under seal or by writing under hand of a duly authorised officer of the Lender, remove any person appointed to be Receiver and may in like manner appoint another in his place.

Where more than one person is appointed Receiver, they will have power to act separately (unless the appointment by the Lender specifies to the contrary).

 - 6.2 fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of the Receiver shall be a debt secured by this Debenture which shall be due and payable immediately upon its being paid by the Lender.
7. The:
 - 7.1 powers of sale and appointing a Receiver conferred by this Debenture shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise;
 - 7.2 power to appoint a Receiver (whether conferred by this Debenture or by statute) shall be and remain exercisable by the Lender notwithstanding any prior appointment in respect of all or any part of the Charged Property.

8. Any Receiver appointed by the Lender under this Debenture shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.
9. Any Receiver appointed by the Lender under this Debenture shall in addition to the powers conferred on him by the Law of Property Act 1925, the Insolvency Act 1986 and any other statute for the time being in force, have power to do all such acts and things as an absolute owner could do in the management of such of the Charged Property over which the Receiver is appointed and in particular the powers set out in Schedule 4.
10. All monies received by the Lender or a Receiver in the exercise of any enforcement powers conferred by this Debenture shall be applied:
 - 10.1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it);
 - 10.2 second in paying the remuneration of any Receiver (as agreed between him and the Lender);
 - 10.3 third in or towards discharge of the Secured Liabilities in such order and manner as the Lender shall determine; and
 - 10.4 finally in paying any surplus to the Chargor or any other person entitled to it.
11. Neither the Lender nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.
12. All monies received by the Lender or a Receiver under this Debenture may, at the discretion of the Lender or Receiver, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Chargor and may be held in such account for so long as the Lender or Receiver thinks fit.
13. By way of security the Chargor irrevocably appoints the Lender and every Receiver separately to be the attorney of the Chargor and in its name and on its behalf and as its act and deed to:
 - 13.1 execute any documents, and do any acts and things which the Chargor is required to execute and do under this Debenture; and/or
 - 13.2 execute any documents, and do any acts and things which any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this Debenture or by law on the Lender or any Receiver.
 - 13.3 exercise any and all rights, powers and privileges and receive any and all benefits and entitlements attaching now or at any time hereafter to any of the Investments or which are otherwise capable of being exercised by the registered holder of any of the Investments including, without prejudice to the generality of the foregoing, any or all of the following:
 - 13.3.1 to attend, participate in and direct the exercise of any voting rights attaching to any of the Investments at any meeting of the members of any issuer of those Investments at which such rights are capable of being exercised;
 - 13.3.2 to approve, complete or otherwise sign or execute any requisition of any meeting, consent to short notice, proxy, written resolution, agreement of the members of any

issuer of any of the Investments or other document capable of being signed by a registered holder of any of the Investments;

- 13.3.3 to agree to any compromise or arrangement affecting the Investments and to use any lawful means that may appear to the attorney necessary or desirable in order to safeguard the interests or enforce the rights of the registered holder of any of the Investments; and
 - 13.3.4 to approve, sign, complete and deliver on behalf of the Chargor any form of transfer in respect of any of the Investments.
14. The Chargor ratifies and confirms and agrees to ratify and confirm anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in Paragraph 13 of this Schedule.
15. The Lender may without notice to the Chargor appoint any one or more persons to be an administrator of the Chargor pursuant to paragraph 14 Schedule B1 of the Insolvency Act 1986 if this Debenture becomes enforceable. Any appointment under this Paragraph 15 shall:
- 15.1 be in writing signed by a duly authorised signatory of the Lender, and
 - 15.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied.

The Lender may (subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing in accordance with this Paragraph 15 and appoint under this Paragraph 15 a replacement for any Administrator whose appointment ends for any reason.

Schedule 4
Further Powers of Receiver

A Receiver may:

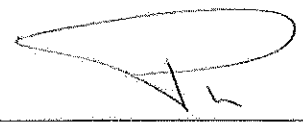
1. undertake or complete any works of repair, building or development on the Properties;
2. grant or accept surrenders of any leases or tenancies affecting the Properties upon such terms and subject to such conditions as he thinks fit;
3. provide services and employ, or engage, such managers contractors and other personnel and professional advisors on such terms as he deems expedient;
4. make such elections for value added tax purposes as he thinks fit;
5. charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Lender may prescribe or agree with him;
6. collect and get in the Charged Property in respect of which he is appointed or any part thereof and for that purpose make such demands and take any proceedings as may seem expedient and to take possession of the Charged Property with like rights;
7. carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the Chargor's business;
8. grant options and licences over all or any part of the Charged Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the property of the Chargor in respect of which he is appointed in such manner and generally on such terms and conditions as he thinks fit (fixtures and plant and machinery may be severed and sold separately from the premises in which they are contained without the consent of the Chargor) and to carry any such sale, assignment, leasing or surrender into effect. Any such sale may be for such consideration as he shall think fit and he may promote or concur in promoting a Chargor to purchase the property to be sold;
9. make any arrangement, settlement or compromise between the Chargor and any other person which he may think expedient;
10. make substitutions of, or improvements to, the Equipment as he may think expedient;
11. make calls conditionally or unconditionally on the members of the Chargor in respect of the uncalled capital with such and the same powers for that purpose and for the purpose of enforcing payments of any calls so made as are conferred by the articles of association of the Chargor on its directors in respect of calls authorised to be made by them;
12. appoint managers, officers, servants, workmen and agents for the aforesaid purposes at such salaries and for such periods and on such terms as he may determine;
13. if he thinks fit, but without prejudice to the indemnity in Clause 7, effect with any insurer any policy or policies of insurance either in lieu or satisfaction of, or in addition to, such insurance;
14. exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986;

15. 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;
16. for any of the purposes authorised by this Schedule raise money by borrowing from the Lender or from any other person on the security of all or any of the Charged Property in respect of which he is appointed upon such terms (including if the Lender shall consent to terms under which such security ranks in priority to this Debenture) as he shall think fit;
17. redeem any prior Encumbrance and settle and pass the accounts to which the Encumbrance relates and any accounts so settled and passed shall be conclusive and binding on the Chargor and the monies so paid will be deemed to be an expense properly incurred by him;
18. do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule or which he considers expedient for or incidental or conducive to the preservation, improvement or realisation of any of the Charged Property or which he lawfully may or can do as agent for the Chargor.

Any exercise of any of these powers may be on behalf of the Chargor, the directors of the Chargor (in the case of the power contained in Paragraph 11 of this Schedule) or himself.

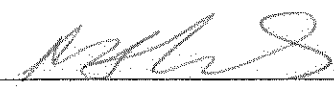
EXECUTED and DELIVERED

as a DEED by
Ali Shams Pour
in the presence of:



Witness:

Signature:



Name:

MICHAEL JONES

Address:

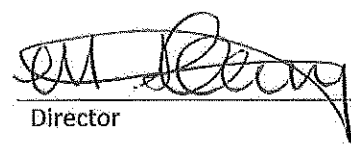
HANOVER HOUSE 14 HANOVER SQUARE
LONDON, W1S 1HP

Occupation:

TRAINEE SOLICITOR

EXECUTED and DELIVERED

as a DEED by
Hennessy Sports Worldwide Limited
acting by a Director

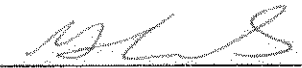


Director

in the presence of:

Witness:

Signature:



Name:

MICHAEL JONES

Address:

HANOVER HOUSE, 14 HANOVER SQUARE
LONDON, W1S 1HP

Occupation:

TRAINEE SOLICITOR