

MR01

Particulars of a charge

134766



A fee is payable with this form  
Please see 'How to pay' on the  
last page


You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☐ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument Use form MR01

For further information, please  
refer to our guidance at

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

 You **must** enclose a certified copy of the instrument with this form  
scanned and placed on the public record



\*L27FFRMZ\*

LD2 01/05/2013 #6

COMPANIES HOUSE

\*L270E41K\*

LD2 25/04/2013 #120

**1 Company details**

Company number

Company name in full   
(the "Chargor")

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

The Mortgaged Property (as that term is defined in the Second Ranking Debenture) and any present or future freehold or leasehold or immovable property and any other interest in land or buildings and any rights relating thereto in which the Chargor has an interest

The intellectual property specified in Schedule 4 of the Second Ranking Debenture and any patents, trade marks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets in which the Chargor may from time to time have an interest.

"Second Ranking Debenture" means the Deed of Guarantee and Second Ranking Debenture dated 19 April 2013 between the Chargor and the Security Agent to which this form relates.

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X Linklaters LLP

X

This form must be signed by a person with an interest in the charge

MR01

## Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Jessie Liu**

Company name **Linklaters LLP**

Address **One Silk Street** *Please return via CH London Courier*

Post town **London**

County/Region

Postcode **E C 2 Y 8 H Q**

Country **UK**

DX **10 London/City**

Telephone **020 7456 2000**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following.**

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included a certified copy of the instrument with this form
- ☒ [x] You have entered the date on which the charge was created
- ☒ [x] You have shown the names of persons entitled to the charge
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [x] You have given a description in Section 4, if appropriate
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee
- ☒ [x] Please do not send the original instrument, it must be a certified copy

**Important information**

**Please note that all information on this form will appear on the public record.**

**How to pay**

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House'

**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland.**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2512932

Charge code: 0251 2932 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th April 2013 and created by LE PONT DE LA TOUR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st May 2013

Given at Companies House, Cardiff on 8th May 2013



DX



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 19 APRIL 2013

THE PERSONS LISTED IN SCHEDULE 1  
AS CHARGORS

IN FAVOUR OF

LDC (MANAGERS) LIMITED  
AS SECURITY AGENT

---

DEED OF GUARANTEE AND SECOND RANKING  
DEBENTURE

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**THIS DEBENTURE IS SUBJECT TO THE TERMS OF A SUBORDINATION  
AGREEMENT DATED ON OR AROUND THE DATE HEREOF**

*Certified that, save for material redacted  
pursuant to section 859G of the Companies  
Act 2006, this copy instrument is  
a correct copy of the original instrument.*

*Signed* *Linklaters LLP*  
*Linklaters LLP*

*Date :* *01/05/2013*

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**THIS DEBENTURE** is made by way of deed on 19 April 2013

**BY:**

- (1) **THE PERSONS** listed in Schedule 1 (*The Chargors*) (each a "**Chargor**") in favour of
- (2) **LDC (MANAGERS) LIMITED** as trustee for each of the Secured Parties on the terms and conditions set out herein (the "**Security Agent**")

**IT IS AGREED** as follows

## **1 DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Debenture and each Legal Charge (as defined below)

"**Acceleration Event**" means the occurrence of any event of default set out in condition 5 (*Events of Default*) of any Loan Note Document

"**Account**" means each of the accounts opened or maintained by any Chargor with any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby (other than any bank accounts with an individual credit balance of less than £250,000 and no more than £500,000 in aggregate)

"**Administration Event**" means the presentation of an application to the court for the making of an administration order in relation to any Chargor

"**Charged Assets**" means all of the assets and undertaking of each Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to this Debenture and any Legal Charge

"**Collateral Rights**" means all rights, powers and remedies of the Security Agent provided by or pursuant to this Debenture and/or any Legal Charge or by law

"**Control Account**" means any Account that may from time to time be identified in writing as a Control Account by the Security Agent and the relevant Chargor

"**Control Account Notice**" means a notice of assignment substantially in the form set out in Schedule 8 (*Form of Control Account Notice*) or in such form as may be specified by the Security Agent

"**Facility Agreement**" means the unitranche and revolving facilities agreement dated on or about the date of this Debenture and made between, amongst others, D&D Topco Limited as Parent and Lloyds TSB Bank plc as agent

"**First Ranking Debenture**" means the first-ranking debenture dated on or around the date of this Debenture between, amongst others, the Chargors hereunder and Lloyds TSB Bank plc as security agent

**"Fixed Security"** means any mortgage, fixed charge or assignment expressed to be constituted by or pursuant to Clause 6 (*Fixed Security*) of this Debenture

**"Insurance Policy"** means each policy of insurance specified in Schedule 5 (*Insurance Policies*) and any policy of insurance (including life insurance or assurance) in which any Chargor may from time to time have an interest (as amended or supplemented)

**"Intellectual Property"** means the intellectual property specified in Schedule 4 (*Intellectual Property*) and any patents, trade marks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets in which any Chargor may from time to time have an interest

**"Investments"** means any

- (a) stocks, shares, debentures and certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative finance investment bonds (but not including the Shares),
- (b) interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests,
- (c) warrants and other instruments entitling the holder to subscribe for or acquire any investments described in paragraphs (a) or (b) above,
- (d) certificates and other instruments conferring contractual or property rights (other than options) in respect of the investments in paragraphs (a), (b) or (c) above; and
- (e) options to acquire any investments described in paragraphs (a), (b), (c) or (d) above,

in each case whether held directly by or to the order of any Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system including, without limitation, any contractual rights or any right to delivery of all or any part of the Investments from time to time)

**"Loan Note"** means each of the: (i) £13,500,000 (in aggregate) secured A1 loan notes due 2019 and (ii) the £1,032,225 (in aggregate) secured A2 loan notes due 2019, in each case issued by the Parent pursuant to the Loan Notes Documents

**"Loan Note Documents"** means each of the secured A1 loan note instruments and the secured A2 loan note instruments, in each case with Parent as issuer, dated on or around the date of this Debenture

**"Legal Charge"** means a charge by way of legal mortgage in respect of all or any part of the Real Property between any Chargor and the Security Agent substantially in the form of Schedule 6 (*Form of Legal Charge*)

**"Monetary Claims"** means any book and other debts and monetary claims owing to any Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which any Chargor is a party and any other assets, property, rights or undertaking of that Chargor)

**"Mortgaged Property"** means the freehold or leasehold property specified in Schedule 2 (*Mortgaged Property*) and any other freehold and leasehold property specified in the schedule to each Legal Charge, in each case, excluding any such leasehold property where, having used reasonable endeavours in accordance with Clause 9 3 (*Consents*), the consent of the landlord of such leasehold property has not been obtained

**"Noteholder"** means each holder of any Loan Note from time to time

**"Notice of Assignment"** means a notice of assignment in substantially the form set out in Schedule 7 (*Form of Notice of Security to Account Bank*), Schedule 10 (*Form of Notice of Assignment of Specific Contract*) and Schedule 11 (*Form of Notice of Assignment of Insurance Policy*) or in such form as may be specified by the Security Agent

**"Notice of Charge"** means a notice of charge in substantially the form set out in Schedule 7 (*Form of Notice of Security to Account Bank*), Schedule 9 (*Form of Notice of Security in respect of Monetary Claims*) or in such form as may be specified by the Security Agent

**"Parent"** means D&D Topco Limited

**"Real Property"** means (including as provided in Clause 1 7 (*Real Property*)), the Mortgaged Property and any present or future freehold or leasehold or immovable property and any other interest in land or buildings and any rights relating thereto in which any Chargor has an interest

**"Receiver"** means a receiver, receiver and manager or, where permitted by law, an administrative receiver and that term will include any appointee made under a joint or several appointment

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

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

**"Resignation Letter"** means a document substantially in the form of Schedule 10 (*Form of Resignation Letter*)

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Secured Parties (or any of them) under this Debenture (including Clause 3 (*Guarantee and Indemnity*) of this Debenture) and each or any of the Loan Note Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under this Debenture and the Loan Note Documents

**"Secured Parties"** means the Security Agent and each Noteholder from time to time

**"Security Period"** means the period beginning on the date of this Debenture and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been irrevocably and unconditionally discharged in full and no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to any Chargor or any other person under any of the Loan Note Documents

**"Shares"** means all of the shares in the capital of any member of the Group held by, to the order, or on behalf, of any Chargor at any time

**"Specific Contracts"** means each of the Hedging Agreement and the Acquisition Agreement

**"Subordination Agreement"** means the subordination and priority deed dated on or around the date of this Debenture between, amongst others, the Security Agent, D&D Topco Limited and Lloyds TSB Bank plc

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

## 1.2 Construction

In this Debenture or, as applicable, any Legal Charge:

- (a) a **"Loan Note Document"**, this **"Debenture"** or any **"Legal Charge"** or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended or novated, supplemented, extended or restated,
- (b) **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent,
- (c) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality),

- (d) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation,
- (e) a provision of law is a reference to that provision as amended or re-enacted,
- (f) a time of day is a reference to London time,
- (g) any reference to the "**Security Agent**", the "**Secured Parties**", a "**Noteholder**" or a "**Chargor**" shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with this Debenture, and
- (h) references in this Debenture to any Clause or Schedule shall be to a Clause or Schedule contained in this Debenture

### 1.3 **Third party rights**

- (a) A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Debenture or any Legal Charge
- (b) The consent of any person who is not a Party is not required to rescind or vary this Debenture or any Legal Charge at any time

### 1.4 **Incorporation of provisions into each Legal Charge**

Clauses 8.1 (*Negative pledge and restriction on dealings*), 8.2 (*Implied covenants for title*), 9.1 (*Further assurance*), 16 (*Enforcement of Security*), 17 (*Extension of Powers and Right of Appropriation*), 18 (*Appointment of Receiver or Administrator*), 19 (*Powers of Receivers*), 22 (*Power of Attorney*), 27 (*Release of Security*), 30 (*Stamp taxes and indemnity*), 32 (*Discretion and delegation*), 33 (*Governing Law*) and 34 (*Jurisdiction*) of this Debenture are deemed to form part of each Legal Charge as if expressly incorporated into each Legal Charge and as if references in those Clauses to (a) this Debenture were references to that Legal Charge and (b) the Charged Assets were references to the assets of the each Chargor from time to time charged in favour of, or assigned (whether at law, or in equity) to the Security Agent by or pursuant to that Legal Charge

### 1.5 **Conflict**

It is agreed that each Legal Charge is supplemental to this Debenture and to the extent the provisions of this Debenture conflict with those of any Legal Charge, the provisions of that Legal Charge shall prevail

**1 6 Present and future assets**

- (a) A reference in this Debenture or any Legal Charge to any Mortgaged Property, Charged Asset or other asset includes, unless the contrary intention appears, present and future Mortgaged Property, Charged Assets and other assets
- (b) The absence of or incomplete details of any Charged Assets in any Schedule shall not affect the validity or enforceability of any Security under this Debenture or any Legal Charge

**1 7 Real Property**

- (a) A reference in this Debenture or in any Legal Charge to a mortgage, assignment or charge of any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights
- (b) The terms of each Loan Note Document are incorporated into this Debenture and each Legal Charge to the extent required for any purported disposition of any Real Property contained in any Loan Note Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

**1 8 Separate Security**

Clauses 6 1 (*Mortgage of Real Property*) to 6 14 (*Assignment of Insurance Policies*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Debenture or any Legal Charge and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Debenture or any Legal Charge or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not

**1 9 Security Agent assumes no obligation**

The Security Agent shall not be under any obligation in relation to the Charged Assets as a consequence of this Debenture or any Legal Charge and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Assets

**1 10 Subordination Agreement**

This Debenture and any Legal Charge are subject to the terms of the Subordination Agreement and, to the extent that there is any inconsistency between this Debenture and the Subordination Agreement, the terms of the Subordination Agreement shall prevail.

## **2 COVENANT TO PAY**

### **2 1 Covenant to pay**

Each Chargor covenants with the Security Agent that it shall, subject to the Subordination Agreement, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations and indemnify the Security Agent and each of the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms

### **2 2 Default interest**

If any Chargor fails to pay any amount payable by it under this Debenture or any Legal Charge on its due date, interest shall accrue on the overdue amount (both before and after judgment) at the rate determined in accordance with and on the terms set out in the Loan Note Documents

## **3 GUARANTEE AND INDEMNITY**

### **3 1 Guarantee and indemnity**

Each Chargor irrevocably and unconditionally jointly and severally:

- (a) guarantees to each Secured Party punctual performance by each other Obligor of all that Obligor's obligations under the Loan Note Documents,
- (b) undertakes with each Secured Party that whenever another Obligor does not pay any amount when due under or in connection with this Debenture or any Loan Note Document, that Chargor shall immediately on demand pay that amount as if it was the principal obligor, and
- (c) agrees with each Secured Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Secured Party immediately on demand against any cost, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Loan Note Document on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this Clause 3 if the amount claimed had been recoverable on the basis of a guarantee

### **3 2 Continuing guarantee**

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under this Debenture or any Loan Note Document, regardless of any intermediate payment or discharge in whole or in part

### **3 3 Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Secured Party

in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Clause 3 will continue or be reinstated as if the discharge, release or arrangement had not occurred

#### **3 4 Waiver of defences**

The obligations of each Chargor under this Clause 3 will not be affected by an act, omission, matter or thing which, but for this Clause 3, would reduce, release or prejudice any of its obligations under this Clause 3 (without limitation and whether or not known to it or any Secured Party) including

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person,
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person,
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of this Debenture or a Loan Note Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or indebtedness or the addition of any new facility or indebtedness under any Loan Note Document or other document or security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under this Debenture or any Loan Note Document or any other document or security, or
- (g) any insolvency or similar proceedings

#### **3 5 Chargor intent**

Without prejudice to the generality of Clause 3 4 (*Waiver of defences*), each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Loan Note Documents and/or any facility or amount made available under any of the Loan Note Documents for the purposes of or in connection with any of the following business acquisitions of any nature, increasing working capital, enabling investor 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 such



facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing.

**3.6 Immediate recourse**

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Clause 3. This waiver applies irrespective of any law or any provision of a Loan Note Document to the contrary.

**3.7 Appropriations**

Until all amounts which may be or become payable by the Obligor under or in connection with this Debenture or the Loan Note Documents have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that 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 no Chargor shall be entitled to the benefit of the same, and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Clause 3.

**3.8 Deferral of Chargors' rights**

Until all amounts which may be or become payable by the Obligor under or in connection with this Debenture or the Loan Note Documents have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Loan Note Documents or by reason of any amount being payable, or liability arising, under this Clause 3.

- (a) to be indemnified by an Obligor,
- (b) to claim any contribution from any other Chargor of any Obligor's obligations under this Debenture or the Loan Note Documents,
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under this Debenture or the Loan Note Documents or of any other guarantee or security taken pursuant to, or in connection with, this Debenture or the Loan Note Documents by any Secured Party,
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under Clause 3.1 (*Guarantee and indemnity*),
- (e) to exercise any right of set-off against any Obligor, and/or

- (f) to claim or prove as a creditor of any Obligor in competition with any Secured Party

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors under or in connection with this Debenture or the Loan Note Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 20 (*Application of proceeds*)

### **3 9 Release of Chargors' right of contribution**

If any Chargor (a "**Retiring Chargor**") ceases to be a Chargor in accordance with the terms of this Debenture for the purpose of any sale or other disposal of that Retiring Chargor then on the date such Retiring Chargor ceases to be a Chargor

- (g) that Retiring Chargor is released by each other Chargor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Chargor arising by reason of the performance by any other Chargor of its obligations under this Debenture or the Loan Note Documents, and
- (h) each other Chargor waives any rights it may have by reason of the performance of its obligations under this Debenture or the Loan Note Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under this Debenture or any Loan Note Document or of any other security taken pursuant to, or in connection with, this Debenture or any Loan Note Document where such rights or security are granted by or in relation to the assets of the Retiring Chargor

### **3 10 Additional security**

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party

### **3.11 Guarantee limitations**

This guarantee does not apply to any liability to the extent that it would result in this guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Companies Act 2006 and, with respect to any Additional Chargor, is subject to any limitations set out in the Accession Deed applicable to such Additional Chargor

## **4 THE SECURITY AGENT**

### **4 1 Security Agent as trustee**

- (a) The Security Agent declares that it holds the Loan Note Security on trust for the Secured Parties on the terms contained in this Debenture

- (b) Each of the Secured Parties authorises the Security Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Security Agent under or in connection with this Debenture or the Loan Note Documents together with any other incidental rights, powers, authorities and discretions

## 4.2 Instructions

- (a) The Security Agent shall
  - (i) subject to paragraphs (c) and (d) below, exercise or refrain from exercising any right, power, authority or discretion vested in it as Security Agent in accordance with any instructions given to it by the Noteholders; and
  - (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above
- (b) The Security Agent shall be entitled to request instructions, or clarification of any instruction, from the Noteholders as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Security Agent may refrain from acting unless and until it receives those instructions or that clarification
- (c) Paragraph (a) above shall not apply
  - (i) where a contrary indication appears in this Debenture,
  - (ii) where this Debenture requires the Security Agent to act in a specified manner or to take a specified action
- (d) In exercising any discretion to exercise a right, power or authority under this Debenture or the Loan Note Documents where it has not received any instructions as to the exercise of that discretion, the Security Agent shall do so having regard to the interests of all the Secured Parties
- (e) The Security Agent may refrain from acting in accordance with any instructions of the Noteholders until it has received any indemnification and/or security that it may in its discretion require for any cost, loss or liability (together with any applicable VAT) which it may incur in complying with those instructions.
- (f) Without prejudice to the provisions of the remainder of this Clause 4.2, in the absence of instructions, the Security Agent may act (or refrain from acting) as it considers in its discretion to be appropriate
- (g) At any time after receipt by the Security Agent of notice from the Noteholders directing the Security Agent to exercise all or any of its rights, remedies, powers or discretions under this Debenture or any of the Loan Note Documents, the Security Agent may, and shall if so directed by the Noteholders, take any action as in its sole discretion it thinks fit to enforce the Loan Note Security

- (h) The Secured Parties shall not have any independent power to enforce or have recourse to, any of the Loan Note Security or to exercise any right, power, authority or discretion arising under the Loan Note Security Documents except through the Security Agent

#### **4 3 Duties of the Security Agent**

- (a) The Security Agent's duties under this Debenture or the Loan Note Documents are solely mechanical and administrative in nature
- (b) The Security Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party
- (c) The Security Agent shall have only those duties, obligations and responsibilities expressly specified in this Debenture and the Loan Note Documents to which it is expressed to be a party (and no others shall be implied)

#### **4 4 No fiduciary duties to Obligors**

Nothing in this Debenture constitutes the Security Agent as an agent, trustee or fiduciary of any Noteholder or Obligor

#### **4 5 No duty to account**

The Security Agent shall not be bound to account to any other Secured Party for any sum or the profit element of any sum received by it for its own account

#### **4 6 Rights and discretions**

The Security Agent may

- (a) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised,
- (b) assume that
  - (i) any instructions received by it from the Noteholders are duly given in accordance with the terms of the Loan Note Documents,
  - (ii) unless it has received notice of revocation, that those instructions have not been revoked, and
  - (iii) if it receives any instructions to act in relation to the Loan Note Security, that all applicable conditions under the Loan Note Documents for so acting have been satisfied, and
- (c) rely on a certificate from any person
  - (i) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person, or

- (ii) to the effect that such person approves of any particular dealing, transaction, step, action or thing,

as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate
- (d) The Security Agent may assume (unless it has received notice to the contrary in its capacity as Security Agent for the Secured Parties) that
  - (i) no Default has occurred,
  - (ii) any right, power, authority or discretion vested in any Party, any Noteholders or any group of Noteholders has not been exercised, and
  - (iii) any notice made by the Parent is made on behalf of and with the consent and knowledge of all the Obligor
- (e) The Security Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.
- (f) The Security Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Security Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying
- (g) The Security Agent, any Receiver and any Delegate may act in relation to this Debenture and the Loan Note Documents and the Loan Note Security through its officers, employees and agents and shall not
  - (i) be liable for any error of judgment made by any such person, or
  - (ii) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part of any such person,

unless such error or such loss was directly caused by the Security Agent's, Receiver's or Delegate's gross negligence or wilful misconduct
- (h) Unless this Debenture expressly specifies otherwise, the Security Agent may disclose to any other Party any information it reasonably believes it has received as security trustee under this Debenture
- (i) Notwithstanding any other provision of this Debenture or any Loan Note Document to the contrary, the Security Agent is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of any fiduciary duty or duty of confidentiality
- (j) Notwithstanding any provision of this Debenture or any Loan Note Document to the contrary, the Security Agent is not obliged to expend or risk its own

funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it

**4 7     Responsibility for documentation**

None of the Security Agent, any Receiver nor any Delegate is responsible or liable for

- (a) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Security Agent, an Obligor or any other person in or in connection with any Loan Note Document or the transactions contemplated in this Debenture or the Loan Note Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with this Debenture or any Loan Note Document, or
- (b) the legality, validity, effectiveness, adequacy or enforceability of this Debenture or any Loan Note Document, the Loan Note Security or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with this Debenture or any Loan Note Document or the Loan Note Security,

**4 8     No duty to monitor**

The Security Agent shall not be bound to enquire

- (a) whether or not any event of default (howsoever described) has occurred under the Loan Note Documents,
- (b) as to the performance, default or any breach by any Party of its obligations under any Loan Note Document, or
- (c) whether any other event specified in any Loan Note Document has occurred

**4 9     Exclusion of liability**

- (a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Loan Note Document excluding or limiting the liability of the Security Agent, any Receiver or Delegate), none of the Security Agent, any Receiver nor any Delegate will be liable for
  - (i) any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of taking or not taking any action under or in connection with this Debenture or any Loan Note Document or the Loan Note Security unless directly caused by its gross negligence or wilful misconduct,
  - (ii) exercising or not exercising any right, power, authority or discretion given to it by or in connection with this Debenture or any Loan Note Document, the Loan Note Security or any other agreement, arrangement or document entered into, made or executed in

anticipation of, under or in connection with, this Debenture or any Loan Note Document or the Loan Note Security,

(iii) any shortfall which arises on the enforcement or realisation of the Loan Note Security, or

(iv) without prejudice to the generality of paragraphs (i) to (iii) above, any damages, costs, losses, any diminution in value or any liability whatsoever arising as a result of

(A) any act, event or circumstance not reasonably within its control, or

(B) the general risks of investment in, or the holding of assets in, any jurisdiction,

including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of nationalisation, expropriation or other governmental actions, any regulation, currency restriction, devaluation or fluctuation, market conditions affecting the execution or settlement of transactions or the value of assets, breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems, natural disasters or acts of God, war, terrorism, insurrection or revolution, or strikes or industrial action

(b) No Party (other than the Security Agent, that Receiver or that Delegate (as applicable)) may take any proceedings against any officer, employee or agent of the Security Agent, a Receiver or a Delegate in respect of any claim it might have against the Security Agent, a Receiver or a Delegate or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Debenture or any Loan Note Document or any Loan Note Security

(c) Nothing in this Debenture shall oblige the Security Agent to carry out

(i) any "know your customer" or other checks in relation to any person; or

(ii) any check on the extent to which any transaction contemplated by this Debenture might be unlawful for any Secured Party (other than the Security Agent),

on behalf of any Secured Party (other than the Security Agent) and each Secured Party (other than the Security Agent) confirms to the Security Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Security Agent

(d) Without prejudice to any provision of this Debenture or any Loan Note Document excluding or limiting the liability of the Security Agent, any Receiver or Delegate, any liability of the Security Agent, any Receiver or Delegate arising under or in connection with any Loan Note Document or the

Loan Note Security shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Security Agent, Receiver or Delegate (as the case may be) or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Security Agent, Receiver or Delegate (as the case may be) at any time which increase the amount of that loss. In no event shall the Security Agent, any Receiver or Delegate be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Security Agent, Receiver or Delegate (as the case may be) has been advised of the possibility of such loss or damages.

#### **4.10 Noteholders' indemnity to the Security Agent**

- (a) Each Noteholder shall in proportion to its share of the total value of Loan Notes outstanding (or, if the total value of Loan Notes outstanding is then zero, to its share of the total value of Loan Notes outstanding immediately prior to their reduction to zero), indemnify the Security Agent and every Receiver and every Delegate, within three Business Days of demand, against any cost, loss or liability incurred by any of them (otherwise than by reason of the relevant Security Agent's, Receiver's or Delegate's gross negligence or wilful misconduct) in acting as Security Agent, Receiver or Delegate under, or exercising any authority conferred under, this Debenture or the Loan Note Documents (unless the relevant Security Agent, Receiver or Delegate has been reimbursed by an Obligor pursuant to this Debenture or a Loan Note Document).
- (b) Subject to paragraph (c) below, the Parent shall immediately on demand reimburse any Noteholder for any payment that Noteholder makes to the Security Agent pursuant to paragraph (a) above.
- (c) Paragraph (b) above shall not apply to the extent that the indemnity payment in respect of which the Noteholder claims reimbursement relates to a liability of the Security Agent to an Obligor.



#### **4 11 Resignation of the Security Agent**

The Security Agent may resign and appoint one of its Affiliates as successor by giving notice to the other Parties (or to the Agent on behalf of the Noteholders) or otherwise with the consent of the Noteholders

#### **4 12 Credit appraisal by the Secured Parties**

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Loan Note Document, each Secured Party confirms to the Security Agent that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Loan Note Document.

#### **4 13 No responsibility to perfect Loan Note Security**

The Security Agent shall not be liable for any failure to

- (a) require the deposit with it of any deed or document certifying, representing or constituting the title of any Obligor to any of the Charged Property,
- (b) obtain any licence, consent or other authority for the execution, delivery, legality, validity, enforceability or admissibility in evidence of this Debenture or any Loan Note Document or the Loan Note Security,
- (c) register, file or record or otherwise protect any of the Loan Note Security (or the priority of any of the Loan Note Security) under any law or regulation or to give notice to any person of the execution of any Loan Note Document or of the Loan Note Security,
- (d) take, or to require any Obligor to take, any step to perfect its title to any of the Charged Assets or to render the Loan Note Security effective or to secure the creation of any ancillary Security under any law or regulation, or
- (e) require any further assurance in relation to this Debenture or any Security Document

#### **4 14 Delegation by the Security Agent**

- (a) Each of the Security Agent, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.
- (b) That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent, that Receiver or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties
- (c) No Security Agent, Receiver or Delegate shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate

#### 4 15 Acceptance of title

The Security Agent shall be entitled to accept without enquiry, and shall not be obliged to investigate, any right and title that any Obligor may have to any of the Charged Assets and shall not be liable for, or bound to require any Obligor to remedy, any defect in its right or title

#### 4 16 Winding up of trust

If the Security Agent, with the approval of the Noteholders, determines that

- (a) all of the Secured Obligations and all other obligations secured by this Debenture have been fully and finally discharged, and
- (b) no Secured Party is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to the Parent pursuant to the Loan Note Documents (the "**Discharge Date**"),

then the trusts set out in this Debenture shall be wound up and the Security Agent shall release, without recourse or warranty, all of the Loan Note Security and the rights of the Security Agent under this Debenture

#### 4 17 Releases and disposals

Upon a disposal of any of the Charged Assets

- (a) pursuant to the enforcement of the Loan Note Security by a Receiver or the Security Agent, or
- (b) if that disposal is permitted under the Loan Note Documents,

the Security Agent or a Receiver shall (at the cost of the Obligors)

- (i) release that property from the Loan Note Security and is authorised to execute, without the need for any further authority from the Secured Parties, any release of the Loan Note Security or other claim over that asset and to issue any certificates of non-crystallisation of floating charges that may be required or desirable, and
- (ii) release (without the need for any further authority from the Secured Parties) the relevant Obligor(s) from any associated liabilities and obligations of the relevant Obligor(s) under the Loan Note Documents (present or future, actual or contingent and whether incurred solely or jointly) it may have to a Secured Party or another Obligor as or as a result of its being a Chargor or surety (including, without limitation, liabilities and obligations arising by way of guarantee, indemnity, contribution or subrogation and in particular any guarantee or indemnity arising under or in respect of Clause 3 (*Guarantee and Indemnity*) of this Debenture or otherwise arising under the Loan Note Documents)

#### **4 18 Powers supplemental to Trustee Acts**

The rights, powers, authorities and discretions given to the Security Agent under or in connection with the Loan Note Documents shall be supplemental to the Trustee Act 1925 and the Trustee Act 2000 and in addition to any which may be vested in the Security Agent by law or regulation or otherwise

#### **4 19 Disapplication of Trustee Acts**

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts constituted by this Debenture. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Debenture, the provisions of this Debenture shall, to the extent permitted by law and regulation, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Debenture shall constitute a restriction or exclusion for the purposes of that Act

### **5 COMMON PROVISIONS**

#### **5 1 Common provisions as to all Security**

All the Security constituted by or pursuant to this Debenture and any Legal Charge:

- (a) is created with full title guarantee,
- (b) is created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Debenture and any Legal Charge and the Security created by or pursuant to them on trust for the Secured Parties,
- (c) is continuing security for the payment and discharge of all the Secured Obligations, and
- (d) ranks, in all respects, after the security created pursuant to the First Ranking Debenture on the terms set out in the Subordination Agreement

#### **5 2 Consent for Fixed Security**

Each Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party

### **6 FIXED SECURITY**

#### **6 1 Mortgage of Real Property**

Each Chargor charges, by way of second legal mortgage, its Mortgaged Property

#### **6 2 Fixed charge over Real Property**

Each Chargor charges (to the extent not validly and effectively charged by way of second legal mortgage pursuant to Clause 6 1 (*Mortgage of Real Property*)), by way

of second fixed charge, all of its rights, title and interest from time to time in and to all its Real Property and all Related Rights

**6 3 Fixed charge over Tangible Moveable Property**

Each Chargor charges, by way of second fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights

**6 4 Fixed charge over Accounts**

Each Chargor charges, by way of second fixed charge, all of its rights, title and interest from time to time in and to its Accounts (except for the Control Accounts) and all Related Rights

**6 5 Fixed charge over contracts**

Each Chargor charges, by way of second fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which that Chargor is a party (except for the Specific Contracts) (including the Hedging Agreement, each of its interest or currency rate swap, cap, floor, collar or option transactions) and all Related Rights

**6 6 Fixed charge over Monetary Claims**

Each Chargor charges, by way of second fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture) and all Related Rights (to the extent not already charged under this Clause 6 6)

**6 7 Fixed charge over Investments**

Each Chargor charges, by way of second fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)

**6 8 Fixed charge over Shares**

Each Chargor charges, by way of second fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)

**6 9 Fixed charge over Intellectual Property**

Each Chargor charges, by way of second fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights

**6.10 Fixed charge over goodwill**

Each Chargor charges, by way of second fixed charge, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to the uncalled capital of that Chargor

**6.11 Fixed charge over other assets**

Each Chargor charges (to the extent not validly and effectively assigned pursuant to Clauses 6.12 (*Assignment of Accounts*) to 6.14 (*Assignment of Insurance Policies*), by way of second fixed charge, all of its rights, title and interest from time to time in and to each Control Account, each Specific Contract and each Insurance Policy of that Chargor and all Related Rights in relation to each of those assets

**6.12 Assignment of Accounts**

Each Chargor, subject to any prior assignment pursuant to the First Ranking Debenture, assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Control Account of that Chargor and all Related Rights

**6.13 Assignment of Specific Contracts**

Each Chargor, subject to any prior assignment pursuant to the First Ranking Debenture, assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Specific Contract of that Chargor and all Related Rights

**6.14 Assignment of Insurance Policies**

Each Chargor, subject to any prior assignment pursuant to the First Ranking Debenture, assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of that Chargor and all Related Rights

**7 FLOATING CHARGE**

**7.1 Floating charge**

- (a) Each Chargor charges by way of second floating charge in favour of the Security Agent all present and future assets and undertaking of that Chargor
- (b) The floating charge created pursuant to paragraph (a) of Clause 7.1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by that Chargor under this Debenture in favour of the Security Agent as security for the Secured Obligations
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of Clause 7.1 above

## **7.2 Crystallisation: by notice**

Subject to the Subordination Agreement, the Security Agent may at any time by notice in writing to any Chargor convert the floating charge created pursuant to Clause 7.1 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if

- (a) an Acceleration Event has occurred,
- (b) the Security Agent has reasonable grounds to consider that any of the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process,
- (c) the Security Agent reasonably considers that it is desirable in order to protect the priority of the security, or
- (d) any Chargor requests the Security Agent to exercise any of its powers under this Debenture or any Legal Charge

## **7.3 Crystallisation: automatic**

Notwithstanding Clause 7.2 (*Crystallisation by notice*) and without prejudice to any law which may have a similar effect, the floating charge created pursuant to Clause 7.1 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if

- (a) any Chargor creates or attempts to create any Security (other than any Security permitted under the terms of the Facility Agreement), over any of the Charged Assets,
- (b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets,
- (c) an Administration Event occurs,
- (d) a Receiver is appointed over all or any of the Charged Assets,
- (e) a meeting is convened for the passing of a resolution for the voluntary winding-up of any Chargor,
- (f) a petition is presented for the compulsory winding-up of any Chargor,
- (g) a provisional liquidator is appointed to any Chargor, or
- (h) a resolution is passed or an order is made for the dissolution or reorganisation of any Chargor,

or any analogous procedure or step is taken in any jurisdiction

## 8 PROVISIONS AS TO SECURITY AND PERFECTION

### 8.1 Negative pledge and restriction on dealings

Except as permitted under the Facility Agreement no Chargor shall at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets

### 8.2 Implied covenants for title

- (a) The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 6 (*Fixed Security*) or 7 (*Floating charge*)
- (b) It shall be implied in respect of Clauses 6 (*Fixed Security*) and 7 (*Floating charge*) that each Chargor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment)

### 8.3 Notice of Security: Accounts

- (a) **Control Accounts** Each Chargor shall promptly upon the designation at any time by the Security Agent and the Chargor of any Account as a Control Account, deliver to the Security Agent (or procure the delivery of) a Control Account Notice duly executed by, or on behalf of, that Chargor in respect of each Control Account and each such Chargor shall use all reasonable endeavours to procure from each account bank, building society, financial institution or other person with which any Control Account is opened or maintained, an acknowledgement in the form set out in such Notice of Assignment
- (b) **Other Accounts** Each Chargor shall, within five Business Days of the date of this Debenture, or, if later, when requested by the Security Agent from time to time, promptly deliver to the Security Agent (or procure the delivery of) a Notice of Charge in relation to the Accounts (except any Control Account) duly executed by, or on behalf of, that Chargor and each such Chargor shall use its reasonable endeavours to procure from each account bank, building society, financial institution or other person with which any Account is opened or maintained, an acknowledgement in the form set out in such Notice of Charge for 20 Business Days from service of such Notice of Charge
- (c) The execution of this Debenture by each Chargor and the Security Agent shall constitute notice to the Security Agent of the charge created over any Account opened or maintained with the Security Agent.

### 8.4 Notice of Security: Specific Contracts

Each Chargor shall, within five Business Days of the date of this Debenture or the date of the relevant Specific Contract (as applicable), or, if later, when requested by the Security Agent from time to time, promptly deliver to the Security Agent (or procure the delivery of) a Notice of Assignment in relation to each Specific Contract

duly executed by, or on behalf of, that Chargor and each such Chargor shall use its reasonable endeavours to procure from the Vendor, an acknowledgement in the form set out in such Notice of Assignment for 20 Business Days from service of such Notice of Assignment

**8 5 Notice of Security: Monetary Claims owed by a member of the Group**

Each Chargor (the "**First Chargor**") hereby notifies each other Chargor (the "**Second Chargor**") that in respect of any agreement (whether oral or in writing) relating to loans or other Financial Indebtedness between the First Chargor and the Second Chargor, all of the First Chargor's right, title and interest in and to such agreement and any proceeds of such agreement has been charged by way of fixed charge to the Security Agent as trustee for the Secured Parties and the Second Chargor hereby acknowledges receipt of such notice

**8 6 Notice of Security: other assets**

- (a) Each Chargor shall, immediately upon request of the Security Agent following the occurrence of an Acceleration Event deliver to the Security Agent (or procure the delivery of) a Notice of Assignment or a Notice of Charge (as appropriate) duly executed by, or on behalf of, that Chargor in relation to any asset (other than the Accounts, Specific Contracts and any Monetary Claims owed by a member of the Group) which is the subject of the Fixed Security and any floating charge which is converted into a fixed charge pursuant to Clauses 7 2 (*Crystallisation by notice*) and 7 3 (*Crystallisation automatic*)
- (b) Each Chargor shall use its reasonable endeavours to procure from each recipient of such a Notice of Assignment or a Notice of Charge (as appropriate) an acknowledgement in the form set out therein for 20 Business Days from service of such Notice of Assignment or Notice of Charge (as appropriate)

**8 7 Deposit of documents of title: Investments**

After the occurrence of an Acceleration Event each Chargor shall

- (a) promptly on the request of the Security Agent, provide details to the Security Agent of all of its Investments, and
- (b) after the occurrence of the Discharge Date (as defined in the Subordination Agreement), each Chargor shall promptly on the request of the Security Agent, deposit with the Security Agent (or procure the deposit of) all of the Investments and any certificates and other documents of title representing the Investments to which that Chargor (or its nominee(s)) is or becomes entitled, together with any other document which the Security Agent may reasonably request (in such form and executed in such manner as the Security Agent may reasonably require (including stock transfer forms or other instruments of transfer executed in blank by it or on its behalf), with a view to perfecting or improving its security over the Investments or to registering any Investment in its name or the name of any nominee(s)



## **8 8 Deposit of share certificates**

Each Chargor shall

- (a) after the occurrence of the Discharge Date (as defined in the Subordination Agreement), deposit with the Security Agent (or procure the deposit of) all certificates or other documents of title to the Shares and stock transfer forms (executed in blank by it or on its behalf),
- (b) promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares (or upon acquiring any interest therein), notify the Security Agent of that occurrence and, after the occurrence of the Discharge Date (as defined in the Subordination Agreement), deposit with the Security Agent (or procure the deposit of) (i) all certificates or other documents of title representing such items and (ii) such stock transfer forms or other instruments of transfer (executed in blank by it or on its behalf) in respect thereof as the Security Agent may request

## **8 9 Deposit of title deeds**

Each Chargor shall

- (a) after the occurrence of the Discharge Date (as defined in the Subordination Agreement), deposit with the Security Agent (or procure the deposit of) all deeds, certificates and other documents constituting or evidencing title to such Mortgaged Property, and
- (b) at any time thereafter deposit with the Security Agent (or procure the deposit of) any further such deeds, certificates and other documents constituting or evidencing title to the Mortgaged Property, promptly upon coming into possession of any of those items
- (c) immediately following the occurrence of an Acceleration Event, deposit with the Security Agent (or procure the deposit of) all deeds, certificates and other documents constituting or evidencing title to any other Real Property, and
- (d) at any time thereafter deposit with the Security Agent (or procure the deposit of) any further such deeds, certificates and other documents constituting or evidencing title to such Real Property, promptly upon coming into possession of any of those items

## **8 10 Application to the Land Registry**

- (a) Each Chargor hereby consents to an application being made to the Land Registry to enter a restriction in the Proprietorship Register of any registered land at any time forming part of the Mortgaged Property
- (b) Each Chargor hereby consents following the occurrence of an Acceleration Event to an application being made to the Land Registry to enter a restriction in the Proprietorship Register of any registered land at any time forming part of any other Real Property

## **9 FURTHER ASSURANCE**

### **9.1 Further assurance**

- (a) The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (b) of Clause 9.1 below
- (b) Each Chargor shall promptly, at its own cost, enter into, execute and complete a Legal Charge over any Mortgaged Property in England and Wales not already the subject of a registrable Legal Charge and do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notarisations, registrations, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s)
  - (i) to create, perfect and/or protect the Security created or intended to be created in respect of the Charged Assets (which may include the execution by that Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, the Charged Assets) or for the exercise of the Collateral Rights,
  - (ii) to confer on the Security Agent Security over any asset or undertaking of that Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture and each Legal Charge to which it is a party, and/or
  - (iii) to facilitate the realisation of the Charged Assets

### **9.2 Necessary action**

Each Chargor shall take all such action as is available to it (including making all filings and registrations and applying for relief against forfeiture) as may be necessary or as may reasonably be requested by the Security Agent for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent by or pursuant to this Debenture and each Legal Charge to which it is a party

### **9.3 Consents**

Each Chargor shall, as soon as possible, use commercially reasonable endeavours to obtain any consents necessary including any consent necessary for any Legal Charge or to remove any restriction on the creation of Security (in each case in form and substance satisfactory to the Security Agent, acting reasonably) to enable the assets of that Chargor to be the subject of the relevant Fixed Security pursuant to this Debenture and each Legal Charge. Immediately upon obtaining any such consent or removing any such restriction, the asset concerned will become subject to that Fixed Security and each relevant Chargor shall promptly deliver a copy of such consent or evidence of such removal to the Security Agent

## **10 SHARES AND INVESTMENTS**

### **10 1 Dividends prior to an Acceleration Event**

Prior to the occurrence of an Acceleration Event, each Chargor shall be entitled to receive all dividends, interest and other monies or distributions of an income nature arising from the Shares

### **10 2 Dividends after an Acceleration Event**

Upon the occurrence of an Acceleration Event, the Security Agent may, subject to the Subordination Agreement, at its discretion, in the name of each relevant Chargor or otherwise and without any further consent or authority from the relevant Chargor, apply all dividends, interest and other monies arising from the Shares as though they were the proceeds of sale in accordance with Clause 20 (*Application of Proceeds*)

### **10 3 Voting rights prior to Security Agent Notice**

Prior to the giving of notice pursuant to Clause 10 4 (*Voting rights after Security Agent Notice*), each Chargor shall be entitled to exercise all voting rights in relation to the Shares

### **10 4 Voting rights after Security Agent Notice**

Subject to Clause 10 5 (*Waiver of voting rights by Security Agent*), upon the occurrence of an Acceleration Event, subject to the Subordination Agreement, the Security Agent may (but without having any obligation to do so) give notice to any relevant Chargor (with a copy to the Agent) that this Clause 10 4 will apply. With effect from the giving of that notice the Security Agent may, at its discretion, in the name of each relevant Chargor or otherwise and without any further consent or authority from that Chargor

- (a) exercise (or refrain from exercising) any voting rights in respect of the Shares,
- (b) transfer the Shares into the name of the Security Agent or such nominee(s) of the Security Agent as it shall require, and
- (c) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares including the right, in relation to any company whose shares or other securities are included in the Shares, to concur or participate in
  - (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof),
  - (ii) the release, modification or variation of any rights or liabilities attaching to such shares or securities, and
  - (iii) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Shares

#### 10 5 Waiver of voting rights by Security Agent

- (a) The Security Agent may, in its absolute discretion and without any consent or authority from the other Secured Parties or any relevant Chargor, at any time, by notice to any relevant Chargor (which notice shall be irrevocable), with a copy to the Noteholders, elect to give up the right to exercise (or refrain from exercising) all voting rights and powers in respect of the Shares conferred or to be conferred on the Security Agent pursuant to Clause 10 4 (*Voting rights after Security Agent Notice*) and the other Secured Parties unconditionally waive any rights they may otherwise have to require the Security Agent not to make such election or to require the Security Agent to indemnify, compensate or otherwise make good for any losses, costs or liabilities incurred by any of them in relation to or as a consequence of the Security Agent making such election
- (b) Once a notice has been issued by the Security Agent under paragraph (a) of this Clause 10 5, on and from the date of such notice the Security Agent shall cease to have the rights to exercise or refrain from exercising voting rights and powers in respect of the Shares conferred or to be conferred on it pursuant to Clause 10 4 (*Voting rights after Security Agent Notice*) or any other provision of this Debenture and all such rights will be exercisable by the relevant Chargor. Each relevant Chargor shall be entitled, on and from the date of such notice, to exercise all voting rights and powers in relation to the Shares

#### 10 6 Shares: Voting rights

Save, in each case, as permitted by the Facility Agreement, no Chargor shall exercise (and shall procure that any nominee acting on its behalf does not exercise) its voting rights in relation to the Shares in any manner, or otherwise permit or agree to or concur or participate in any

- (a) variation of the rights attaching to or conferred by all or any part of the Shares,
- (b) increase in the issued share capital of any company whose shares are charged pursuant to this Debenture,
- (c) exercise, renunciation or assignment of any right to subscribe for any shares or securities, or
- (d) reconstruction, amalgamation, sale or other disposal of any company or any of the assets or undertaking of any company (including the exchange, conversion or reissue of any shares or securities as a consequence thereof) whose shares are charged pursuant to this Debenture, which, in the opinion of the Security Agent, would prejudice the value of, or the ability of the Security Agent to realise, the Security created pursuant to this Debenture **provided that** the proceeds of any such action shall form part of the Shares

**10 7 Investments and Shares: Payment of calls**

Each Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Investments and Shares, and in any case of default by it in such payment, the Security Agent may, if it thinks fit, make such payment on its behalf in which case any sums paid by the Security Agent shall be reimbursed by each relevant Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed in accordance with Clause 2 2 (*Default interest*)

**10 8 Investments: Exercise of rights**

No Chargor shall exercise any of its rights and powers in relation to any of the Investments in any manner which would prejudice the ability of the Security Agent to realise the Security created pursuant to this Debenture

**11 ACCOUNTS**

**11 1 Accounts: Notification and variation**

- (a) Each Chargor shall promptly deliver to the Security Agent on the date of this Debenture (and, if any change occurs thereafter, on the date of such change), details of each Account opened or maintained by it with any bank, building society, financial institution or other person
- (b) No Chargor shall, without the Security Agent's prior written consent, permit or agree to any variation of the rights attaching to any Account or close any Account

**11 2 Accounts: Operation before Acceleration Event**

Each Chargor shall, prior to the occurrence of an Acceleration Event, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account (other than a Control Account) subject to the terms of the Facility Agreement

**11 3 Accounts: Operation after Acceleration Event**

After the occurrence of an Acceleration Event no Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Security Agent

**11 4 Control Accounts**

- (a) No Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Control Account except with the prior consent of the Security Agent or as permitted under the Facility Agreement and Clause 12 (*Monetary Claims*)

- (b) The Security Agent (on behalf of any Secured Party) may, subject to the Subordination Agreement, at any time, upon the occurrence of an Acceleration Event, without prior notice exercise from time to time all rights, powers and remedies held by it as assignee of the Control Accounts and to
  - (i) demand and receive all and any monies due under or arising out of each Control Account, and
  - (ii) exercise all such rights as any Chargor was then entitled to exercise in relation to such Control Account or might, but for the terms of this Debenture, exercise

#### **11 5 Accounts: Application of monies**

The Security Agent shall, subject to the Subordination Agreement, upon the occurrence of an Acceleration Event, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 20 (*Application of Proceeds*)

### **12 MONETARY CLAIMS**

#### **12 1 Release of Monetary Claims: Before Acceleration Event**

Prior to the occurrence of an Acceleration Event, the proceeds of the realisation of the Monetary Claims shall (subject to any restriction on the application of such proceeds contained in this Debenture or in the Facility Agreement), upon such proceeds being credited to an Account, be released from the fixed charge created pursuant to Clause 6 (*Fixed Security*) and the relevant Chargor shall be entitled to withdraw such proceeds from such Account **provided that** such proceeds shall, for such time as held by a Chargor, continue to be subject to the floating charge created pursuant to Clause 7 (*Floating Charge*) and the terms of this Debenture

#### **12 2 Release of Monetary Claims: After Acceleration Event**

After the occurrence of an Acceleration Event no Chargor shall, except with the prior written consent of the Security Agent, be entitled to withdraw or otherwise transfer the proceeds of the realisation of any Monetary Claims standing to the credit of any Account

### **13 INSURANCES**

Each Chargor shall upon request by the Security Agent (but subject to the provisions of any lease of the Charged Assets), after the occurrence of the Discharge Date (as defined in the Subordination Agreement) deposit all Insurance Policies relating to the Charged Assets with the Security Agent

## **14 REAL PROPERTY**

### **14 1 Property: Notification**

Each Chargor shall immediately notify the Security Agent of any contract, conveyance, transfer or other disposition for the acquisition by that Chargor (or its nominee(s)) of any Real Property

### **14 2 Lease covenants**

Each Chargor shall, in relation to any lease, agreement for lease or other right to occupy to which all or any part of the Charged Assets is at any time subject

- (a) pay the rents (if the lessee) and observe and perform in all material respects the covenants, conditions and obligations imposed (if the lessor) on the lessor or (if the lessee) on the lessee, and
- (b) not do any act or thing whereby any lease or other document which gives any right to occupy any part of the Charged Assets becomes or may become subject to determination or any right of re-entry or forfeiture prior to the expiration of its term

### **14 3 General property undertakings**

Each Chargor shall comply with and observe and perform (a) all applicable requirements of all planning and environmental legislation, regulations and bye-laws relating to the Real Property, (b) any conditions attaching to any planning permissions relating to or affecting the Real Property and (c) any notices or other orders made by any planning, environmental or other public body in respect of all or any part of the Real Property

### **14 4 Entitlement to remedy**

- (a) If any Chargor fails to comply with any of the undertakings contained in this Clause 13, the Security Agent shall be entitled (with such agents, contractors and others as it sees fit), to do such things as may in the reasonable opinion of the Security Agent be required to remedy such failure and all monies spent by the Security Agent in doing so shall be reimbursed by the relevant Chargor on demand with interest from the date of payment by the Security Agent until reimbursed in accordance with Clause 2 2 (*Default interest*)
- (b) The exercise by the Security Agent of its powers under this Clause 14 4 shall not render the Security Agent liable to account as mortgagee in possession

## **15 REPRESENTATIONS**

### **15.1 General**

Each Obligor makes the representations and warranties set out in this Clause 12 to each Secured Party on the date of this Debenture and on the date of each Legal Charge

### **15.2 Status**

- (a) It is a limited liability corporation, duly incorporated and validly existing under the laws of England and Wales
- (b) It has the power to own its assets and carry on its business as it is being conducted

### **15.3 Binding obligations**

Subject to the Legal Reservations

- (a) the obligations expressed to be assumed by it in this Debenture and any Legal Charge to which it is a party are legal, valid, binding and enforceable obligations, and
- (b) (without limiting the generality of paragraph (a), this Debenture and each legal Charge to which it is a party creates the security interests which it purports to create and those security interests are valid and effective

### **15.4 Power and authority**

- (a) 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 Debenture and any Legal Charge to which it is or will be a party and the transactions contemplated by those documents.
- (b) No limit on its powers will be exceeded as a result of the borrowing, grant of security or giving of guarantees or indemnities contemplated by this Debenture and any Legal Charge to which it is a party

## **16 ENFORCEMENT OF SECURITY**

### **16.1 Enforcement**

Subject to the Subordination Agreement, at any time after the occurrence of

- (a) an Acceleration Event, or
- (b) an Administration Event in respect of a Chargor, or
- (c) a request from any Chargor to the Security Agent that it exercise any of its powers under this Debenture or any Legal Charge,



the Security created by or pursuant to this Debenture and each Legal Charge is immediately enforceable and the Security Agent may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion:

- (i) enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Assets (at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration)), and
- (ii) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture and each Legal Charge) on mortgagees and by this Debenture and each Legal Charge on any Receiver or otherwise conferred by law on mortgagees or Receivers

provided that, in the case of paragraph (b) above, enforcement shall be limited to the appointment of an administrator in relation to the relevant Chargor

## **16 2 Effect of moratorium**

The Security Agent shall not be entitled to exercise its rights under Clause 16 1 (*Enforcement*) or Clause 7 2 (*Crystallisation by notice*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining, or taking steps to obtain, a moratorium pursuant to Schedule A1 of the Insolvency Act 1986

## **17 EXTENSION OF POWERS AND RIGHT OF APPROPRIATION**

### **17 1 Extension of powers**

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

### **17 2 Restrictions**

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or any Legal Charge or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Debenture or any Legal Charge with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to any Chargor on or at any time after this Debenture or any Legal Charge has become enforceable in accordance with Clause 16 (*Enforcement of Security*)

### **17 3 Power of leasing**

- (a) The statutory powers of leasing may be exercised by the Security Agent at any time on or after this Debenture or any Legal Charge has become enforceable

in accordance with Clause 16 (*Enforcement of Security*) and the Security Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with sections 99 and 100 of the Law of Property Act 1925

- (b) For the purposes of sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any incumbrancer deriving title under any Chargor and neither section 99(18) nor section 100(12) of the Law of Property Act 1925 will apply
- (c) No Chargor shall have, at any time during the Security Period, the power pursuant to section 99 of the Law of Property Act 1925, to make any lease in respect of any Real Property without the prior written consent of the Security Agent or as permitted pursuant to the terms of the Facility Agreement

#### 17.4 **Right of appropriation**

To the extent that the provisions of the Financial Collateral Arrangements (No 2) Regulations 2003, as amended, (the "**Regulations**") apply to a Charged Asset, the Security Agent shall have the right to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the relevant Chargor. For this purpose, the parties agree that the value of that Charged Asset shall be

- (a) in the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued but unposted interest, at the time of appropriation, and
- (b) in the case of any Investments and/or Shares, the market value of such Investments and/or Shares determined by the Security Agent by reference to a public index or independent valuation, or by such other process as the Security Agent may select

In each case, the parties agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations

### 18 **APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

#### 18.1 **Appointment and removal**

After the Security created by or pursuant to this Debenture or any Legal Charge has become enforceable in accordance with Clause 16.1 (*Enforcement*), the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent)

- (a) without prior notice to any Chargor
  - (i) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets, or

- (ii) appoint two or more Receivers of separate parts of the Charged Assets,  
or
  - (iii) remove (so far as it is lawfully able) any Receiver so appointed, or
  - (iv) appoint another person(s) as an additional or replacement Receiver(s),  
or
  - (v) appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986,  
and
- (b) following notice to the relevant Chargor, appoint one or more persons to be an administrator of that Chargor pursuant to paragraph 12 of Schedule B1 of the Insolvency Act 1986

## **18 2 Capacity of Receivers**

Each person appointed to be a Receiver pursuant to Clause 18 1 (*Appointment and removal*) shall be

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver,
- (b) for all purposes deemed to be the agent of each Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent, and
- (c) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925)

## **18 3 Statutory powers of appointment**

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

## 19      **POWERS OF RECEIVERS**

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

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

## 20      **APPLICATION OF PROCEEDS**

All monies received or recovered and any non-cash recoveries made or received by the Security Agent or any Receiver pursuant to this Debenture or any Legal Charge or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied, subject to the Subordination Agreement, (notwithstanding any purported appropriation by any Chargor) in the following order

- (a) in discharging any sums owing to the Security Agent, any Receiver or any Delegate,
- (b) in discharging all costs and expenses incurred by the Security Agent or any Noteholder in connection with any realisation or enforcement of this Debenture or any Legal Charge,
- (c) in or towards discharge of the Secured Obligations (in accordance with the terms of the Loan Note Documents), and
- (d) the balance, if any, to such other person entitled thereto

## **21 PROTECTION OF PURCHASERS**

### **21 1 Consideration**

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

### **21 2 Protection of purchasers**

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

## **22 POWER OF ATTORNEY**

### **22 1 Appointment and powers**

Each Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to

- (a) execute, deliver and perfect a Legal Charge over any Real Property not already the subject of a registrable Legal Charge, and
- (b) execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for
  - (i) carrying out any obligation imposed on any Chargor by this Debenture, any Legal Charge or any other agreement binding on such Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Assets), and
  - (ii) enabling the Security Agent and any Receiver to exercise (subject to Clause 10.5 (*Waiver of voting rights by Security Agent*)), or delegate the exercise of, any of the rights, powers and authorities conferred on

them by or pursuant to this Debenture, each Legal Charge or by law (including, after the occurrence of an Acceleration Event, the exercise of any right of a legal or beneficial owner of the Charged Assets)

## **22 2 Ratification**

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers except to the extent caused by fraud or its own gross negligence or wilful misconduct

## **23 EFFECTIVENESS OF SECURITY**

### **23 1 Continuing security**

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

### **23 2 Cumulative rights**

The Security created by or pursuant to this Debenture and each Legal Charge, and the Collateral Rights, shall be cumulative, in addition to and independent of every other Security which the Security Agent or any Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Assets shall merge into the Security constituted by this Debenture and each Legal Charge

### **23 3 No prejudice**

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

### **23 4 Remedies and waivers**

No failure on the part of the Security Agent to exercise, nor any delay on its part in exercising, any Collateral Right, shall operate as a waiver of that Collateral Right or constitute an election to affirm this Debenture or any Legal Charge. No election to affirm this Debenture or any Legal Charge on the part of the Security Agent shall be

effective unless it is in writing. No single or partial exercise of any Collateral Right shall preclude any further or other exercise of that or any other Collateral Right

**23 5 No liability**

None of the Security Agent, its nominee(s) or any Receiver shall be liable

- (a) to account as a mortgagee or mortgagee in possession, or
- (b) for any loss arising by reason of taking any action permitted by this Debenture or any Legal Charge or any neglect or default in connection with the Charged Assets or taking possession of or realising all or any part of the Charged Assets,

except in the case of gross negligence or wilful default upon its part

**23 6 Partial invalidity**

If, at any time, any provision of this Debenture or any Legal Charge is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture and each Legal Charge nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the Security intended to be created by or pursuant to this Debenture or any Legal Charge is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security

**23 7 Waiver of defences**

The obligations assumed, and the Security created, by each Chargor under this Debenture and each Legal Charge, and the Collateral Rights, will not be affected by any act, omission, matter or thing which, but for this Clause 23 7, would reduce, release or prejudice any of its obligations under, or the Security created by, this Debenture and each Legal Charge (without limitation and whether or not known to that Chargor or any Secured Party) including

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person,
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person,

- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatever nature, and whether or not more onerous) or replacement of a Loan Note Document or any other document or Security or of the Secured Obligations,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Loan Note Document or any other document or Security or of the Secured Obligations; and
- (g) any insolvency or similar proceedings.

#### **23 8 Chargor intent**

Without prejudice to the generality of Clause 23 7 (*Waiver of Defences*), each Chargor expressly confirms that it intends that the Security created under this Debenture and each Legal Charge, and the Collateral Rights, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Loan Note Documents and/or any facility or amount made available under any of the Loan Note Documents for the purposes of or in connection with any of the following business acquisitions of any nature; increasing working capital, enabling investor 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 such facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing

#### **23 9 Immediate recourse**

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

#### **23 10 Deferral of rights**

Until the end of the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture or any Legal Charge

- (a) to be indemnified by an Obligor,
- (b) to claim any contribution from any Chargor of any Obligor's obligations under this Debenture or any Legal Charge,
- (c) 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 this Debenture or any Legal Charge or of any other guarantee or Security taken pursuant to, or in connection with, this Debenture or any Legal Charge by any Secured Party,



- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under any Loan Note Document,
- (e) to exercise any right of set-off against any Obligor, and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Secured Party

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution on trust for the Secured Parties to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Obligors under or in connection with this Debenture or any Legal Charge to be repaid in full and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 20 (*Application of Proceeds*)

## 24 PRIOR SECURITY INTERESTS

- (a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Assets or in case of exercise by the Security Agent or any Receiver of any power of sale under this Debenture or any Legal Charge, the Security Agent may redeem such prior Security or procure the transfer thereof to itself
- (b) The Security Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on each Chargor
- (c) All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by each Chargor to the Security Agent on demand together with accrued interest thereon calculated in accordance with Clause 2.2 (*Default interest*)

## 25 SUBSEQUENT SECURITY INTERESTS

If the Security Agent (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting all or any part of the Charged Assets which is prohibited by the terms of any Loan Note Document, all payments thereafter by or on behalf of the relevant Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties will (in the absence of any express contrary appropriation by that Chargor) be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received

## 26 SUSPENSE ACCOUNTS

All monies received, recovered or realised by the Security Agent under this Debenture and each Legal Charge (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account(s) maintained with any bank, building society, financial

institution or other person which the Security Agent considers appropriate (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Security Agent's discretion, in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above

## **27 RELEASE OF SECURITY**

### **27 1 Release of Security**

Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of each Chargor, release and cancel the Security constituted by this Debenture and each Legal Charge and procure the reassignment to the relevant Chargor of the property and assets assigned to the Security Agent pursuant to this Debenture and each Legal Charge, in each case subject to Clause 27 2 (*Clawback*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees

### **27 2 Clawback**

If the Security Agent considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Debenture or any Legal Charge and the Security constituted by that or those documents will continue and such amount will not be considered to have been irrevocably discharged

## **28 SET-OFF**

Each Chargor authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right), after the occurrence of an Acceleration Event, to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Security Agent to any Chargor and apply any credit balance to which that Chargor is entitled on any account with the Security Agent in accordance with Clause 20 (*Application of Proceeds*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account)

## **29 ASSIGNMENT**

### **29 1 No assignments or transfers by Chargor**

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Debenture or any Legal Charge.

### **29 2 Assignments and transfers by the Security Agent**

To the extent permitted by the Facility Agreement, the Security Agent may assign and transfer all or any of its rights and obligations under this Debenture and any Legal Charge. The Security Agent shall be entitled to disclose such information concerning any Chargor and this Debenture or any Legal Charge in accordance with the provisions of Clause 43 (*Confidentiality*) of the Facility Agreement.

## **30 ADDITIONAL GUARANTEES AND SECURITY**

### **30 1 Additional Chargors**

To the extent that any member of the Group accedes to the Facility Agreement as an "Additional Guarantor", that member of the Group shall simultaneously provide a guarantee to the Security Agent (for and on behalf of the Secured Parties) on substantially the same terms as Clause 3 (*Guarantee and Indemnity*) of this Debenture and shall grant security in favour of the Security Agent, on a second-ranking basis, over substantially the same assets as any security which it may grant in favour of the security agent under the Facility Agreement

### **30 2 Resignation of Chargors**

- (a) If any member of the Group ceases to be a Guarantor under the Facility Agreement, the Parent may request that the relevant member of the Group (other than the Parent) ceases to be a Chargor by delivering to the Security Agent a Resignation Letter
- (b) The Security Agent shall accept a Resignation Letter and notify the Parent and the Noteholders of its acceptance if
  - (i) the Parent has confirmed that no Acceleration Event is continuing or would result from the acceptance of the Resignation Letter, and
  - (ii) no payment is due from the Chargor under Clause 3 (*Guarantee and indemnity*) of this Debenture

## **31 STAMP TAXES AND INDEMNITY**

### **31 1 Stamp Taxes**

Each Chargor shall pay all stamp, registration, notarial and other taxes and fees to which this Debenture and any Legal Charge, the Security contemplated in this Debenture and any Legal Charge or any judgment given in connection with it is or at any time may be subject and shall, from time to time, indemnify the Security Agent on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax

### **31 2 Indemnity**

Each Chargor shall, notwithstanding any release or discharge of all or any part of the Security, indemnify the Security Agent, its agents, attorneys and any Receiver against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by any Chargor of the provisions of this Debenture or any Legal Charge, the exercise or purported exercise of any of the rights and powers conferred on them by this Debenture or any Legal Charge or otherwise relating to the Charged Assets

32. **DISCRETION AND DELEGATION**

32 1 **Discretion**

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

32 2 **Delegation**

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

33. **GOVERNING LAW**

This Debenture and each Legal Charge and all non-contractual obligations arising out of or in connection with it are governed by English law

34 **JURISDICTION**

34 1 **English Courts**

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

34 2 **Convenient Forum**

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

34 3 **Exclusive Jurisdiction**

This Clause 34 (*Jurisdiction*) is for the benefit of the Security Agent only. As a result and notwithstanding Clause 34 1 (*English Courts*), it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions

**THIS DEBENTURE** has been executed as, and is intended to take effect as, a deed by each Chargor and has been signed by the Security Agent on the date written on the first page of this Debenture.

## SCHEDULE 1 THE CHARGORS

<b>Name and Company Number of Chargor</b>	<b>Jurisdiction</b>	<b>Address, fax number and name of relevant department or officer to receive notice</b>
D&D Topco Limited (8462175)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
CGL Restaurant Holdings Limited (5867334)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
D&D London Limited (2859789)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
Quaglinos Restaurant Limited (2591701)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
Blueprint Café Limited (2273993)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
Le Pont de la Tour Limited (2512932)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
The Butlers Wharf Chop-House Limited (2745295)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
Orrery Restaurant Limited (3291418)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
Coq d'Argent Limited (3247459)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
Sartoria Restaurant Limited (3268237)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
Skylon Restaurant Limited (5599143)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
Plateau Restaurant Limited (4508555)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
The Bluebird Store Limited (2971804)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
Mezzo Properties Limited (5078791)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
Mezzo Limited (2859782)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
Floridita London Limited (5015760)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
Alcazar (France) Limited (3417704)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860

Alcazar (Paris) Limited (3417702)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
Image Restaurants Limited (4766293)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
Moving Image Restaurants Limited (3011796)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
Place Restaurants Limited (2385711)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
South Place Restaurants Limited (6043919)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
D&D London Ventures Limited (7171092)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
Old Bengal Warehouse Limited (6833175)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860
Cinnamon Candy Limited (7728394)	England and Wales	Des Gunewardena at 16 Kirby Street, Fax 020 7717 7860

**SCHEDULE 2**  
**MORTGAGED PROPERTY<sup>1</sup>**

<b>Chargor</b>	<b>Property</b>	<b>Title Number</b>
Place Restaurants Limited	1 and 1A Launceston Place, London W8 5RL	NGL498500
Place Restaurants Limited	2 Launceston Place, London W8 5RL	BGL10790
Quaglinos Restaurant Limited	18-20 Bury Street and 73-76 Jermyn Street (basement, ground and first floors)	NGL684225
Coq D'Argent Limited	Various premises in Royal Exchange	NGL842578 NGL849141 NGL844724
Coq D'Argent Limited	Restaurant and garden on 6th floor level and basement unit lower ground floor and delivery office ground floor level, 1 Poultry, London EC2 and basement room, 1 Poultry	NGL775433 NGL856706
Sartoria Restaurant Limited	Part of Heathcoat House, 20 Savile Row, London	NGL773164
Old Bengal Warehouse Limited	Units 16A, 16B and 16C and part of the Bengal Wing, New Street, London	AGL273231
Skylon Restaurant Limited	Level 3 restaurant and level 1 Royal Festival Hall, Southbank, London (Skylon Restaurant)	TGL310963
The Bluebird Store Limited	350 King's Road, London (SW3 5UU)	BGL27144
The Butler's Wharf Chop-House Limited	Units 1 & 2, Butler's Wharf Building, Shad Thames	TGL89816
The Butler's Wharf Chop-House Limited	Basement, lower ground and ground floor, Warwick court, Paternoster Square, London	NGL831656
Le Pont de la Tour Limited	Unit 5 and 9 Butlers Wharf Building, Shad Thames	TGL89641
Le Pont de la Tour Limited	Unit 10 Butlers Wharf Building, Shad Thames	TGL89643

<sup>1</sup> Linklaters to confirm

<b>Chargor</b>	<b>Property</b>	<b>Title Number</b>
Orrery Restaurant Limited	Basement, ground, first and second floors of Orrery Restaurant, 55 and 57 Marylebone High Street, 21 to 24 Devonshire Place Mews and 30 Beaumont Street	NGL757246
Orrery Restaurant Limited	Part 30 to 35 Almeida Street, London	NGL801901



**SCHEDULE 3  
ACCOUNTS**

<b>Charge</b>	<b>Account Bank (including address and sort code)</b>	<b>Account Name</b>	<b>Account Number</b>
Blueprint Café Limited	HBOS [REDACTED]	BLUEPRINT CAFE LIMITED	[REDACTED]
CGL Restaurant Holdings Limited	HBOS [REDACTED]	CGL RESTAURANT HOLDINGS LTD	[REDACTED]
Cinnamon Candy Limited	HBOS [REDACTED]	CINNAMON CANDY LTD	[REDACTED]
Coq d'Argent Limited	HBOS [REDACTED]	COQ D'ARGENT LTD	[REDACTED]
Coq d'Argent Limited	HBOS [REDACTED]	COQ D'ARGENT LTD ROYAL XCHA	[REDACTED]
D&D London Limited	HBOS [REDACTED]	D&D LONDON _ BLUEBIRD BAK	[REDACTED]
D&D London Limited	HBOS [REDACTED]	D&D LONDON LIMITED	[REDACTED]
D&D London Limited	HBOS [REDACTED]	D&D LONDON LIMITED	[REDACTED]
D&D London Limited	HBOS [REDACTED]	D&D LONDON LIMITED- (WAREHOU	[REDACTED]
Le Pont de la Tou Limited	HBOS [REDACTED]	LE PONT DE LA TOUR LTD	[REDACTED]
Le Pont de la Tou Limited	HBOS [REDACTED]	LE PONT DE LA TOUR LTD CANT	[REDACTED]
Mezzo Limited	HBOS [REDACTED]	MEZZO LIMITED	[REDACTED]
Mezzo Properties Limited	HBOS [REDACTED]	MEZZO PROPERTIES LIMITED	[REDACTED]
Moving Image Restaurants Limited	HBOS [REDACTED]	MOVING IMAGE REST LTD AVENU	[REDACTED]
Old Bengal Warehouse Limited	HBOS [REDACTED]	OLD BENGAL WAREHOUSE LIMITE	[REDACTED]
Onery Restaurant Limited	HBOS [REDACTED]	ORRERY RESTAURANT LTD	[REDACTED]
Onery Restaurant Limited	HBOS [REDACTED]	ORRERY RESTAURANT LTD(ALMEI	[REDACTED]
Place Restaurants Limited	HBOS [REDACTED]	PLACE REST LTD KENSINGTON-F	[REDACTED]
Place Restaurants Limited	HBOS [REDACTED]	PLACE REST LTD(KENSINGTON)	[REDACTED]
Place Restaurants	HBOS [REDACTED]	PLACE REST LTD(LAUNCESTON)	[REDACTED]

Chargor	Account Bank (including address and sort code)	Account Name	Account Number
Limited			
Plateau Restaurant Limited	HBOS [REDACTED]	PLATEAU RESTAURANT LTD	[REDACTED]
Quaglinos Restaurant Limited	HBOS [REDACTED]	QUAGLINOS RESTAURANT LTD	[REDACTED]
Sartoria Restaurant Limited	HBOS [REDACTED]	SARTORIA RESTAURANT LTD	[REDACTED]
Skylon Restaurant Limited	HBOS [REDACTED]	SKYLON RESTAURANT LTD	[REDACTED]
South Place Restaurants Limited	HBOS [REDACTED]	SOUTH PLACE RESTAURANTS LTD	[REDACTED]
The Bluebird Store Limited	HBOS [REDACTED]	THE BLUEBIRD STORE LIMITED	[REDACTED]
The Butlers Wharf Chop-House Limited	HBOS [REDACTED]	THE BTS WHRF CHP-HS LTD PTR	[REDACTED]
The Butlers Wharf Chop-House Limited	HBOS [REDACTED]	THE BUTLERS WHARF CHOP-HOUS	[REDACTED]
Floridita London Limited	HBOS [REDACTED]	FLORIDITA <sup>2</sup>	[REDACTED]
D&D London Ventures Limited	HBOS [REDACTED]	D&D LONDON VENTURES LTD <sup>3</sup>	[REDACTED]
Old Bengal Warehouse Limited	Santander [REDACTED]	OLD BENGAL WAREHOUSE	[REDACTED]
South Place Restaurants Limited	Santander [REDACTED]	SOUTH PLACE RESTAURA	[REDACTED]
Moving Image Restaurants Limited	Santander [REDACTED]	THE AVENUE	[REDACTED]
Ortery Restaurant Limited	Santander [REDACTED]	ORRERY RESTAURANT LT	[REDACTED]
Coq d'Argent Limited	Santander [REDACTED]	COQ D'ARGENT LTD	[REDACTED]
Coq d'Argent Limited	Santander [REDACTED]	ROYAL EXCHANGE RESTA	[REDACTED]
Blueprint Café Limited	Santander [REDACTED]	BLUEPRINT CAFE LTD	[REDACTED]

<sup>2</sup> Internet Banking

<sup>3</sup> Internet Banking

Chargor	Account Bank (including address and sort code)	Account Name	Account Number
Cinnamon Candy Limited	Santander [REDACTED]	CINNAMON CANDY LTD	[REDACTED]
Floridita London Limited	Santander [REDACTED]	FLORIDITA LONDON LTD	[REDACTED]
Mezzo Limited	Santander [REDACTED]	MEZZO LTD	[REDACTED]
Le Pont de la Tou Limited	Santander [REDACTED]	LE PONT DE LA TOUR L	[REDACTED]
Le Pont de la Tou Limited	Santander [REDACTED]	CONTINA DEL PONTE	[REDACTED]
Plateau Restauran Limited	Santander [REDACTED]	PLATEAU RESTAURANT L	[REDACTED]
Ornery Restaurant Limited	Santander [REDACTED]	ORRERY RESTAURANT ALM	[REDACTED]
Place Restaurants Limited	Santander [REDACTED]	LAUNCESTON PLACE	[REDACTED]
Place Restaurants Limited	Santander [REDACTED]	KENSINGTON PLACE	[REDACTED]
Place Restaurants Limited	Santander [REDACTED]	FISH SHOP	[REDACTED]
Skylon Restaurant Limited	Santander [REDACTED]	SKYLOW RESTAURANT	[REDACTED]
Quaglinos Restau Limited	Santander [REDACTED]	QUAGLINOS RESTAURANT	[REDACTED]
Sartoria Restaurant Limited	Santander [REDACTED]	SARTORIA RESTAURANT	[REDACTED]
The Butlers Wharf Chop-House Limited	Santander [REDACTED]	THE BUTLERS WHARF CH	[REDACTED]
The Butlers Wharf Chop-House Limited	Santander [REDACTED]	PATERNOSTER CHOP HOU	[REDACTED]
The Bluebird Store Limited	Santander [REDACTED]	BLUEBIRD STORE LTD	[REDACTED]

**SCHEDULE 4**  
**INTELLECTUAL PROPERTY**

Mark	Country	Number	Class(es)	Status	Proprietor/Chargor	Registration Date	Renewal Date
@VENUE (Stylised)	United Kingdom	2045687	Class 43	Registered	Moving Image Restaurants Limited	7 March 1997	21 November 2015
ANGELICA	United Kingdom	2645876	Class 43	Pending	CGL Restaurant Holdings Ltd		
ANGLER	United Kingdom	2633828	Class 43	Registered	CGL Restaurant Holdings Ltd	4 January 2013	6 September 2022
BLUEBIRD	United Kingdom	2366934	Class 43	Registered	CGL Restaurant Holdings Ltd	7 October 2005	29 June 2014
BLUEBIRD	United Kingdom	2070994	Classes 29, 30, 31, 32 and 33	Registered	CGL Restaurant Holdings Ltd	15 May 1998	8 May 2016
BLUEPRINT/ BLUE PRINT (Series of 2)	United Kingdom	2275258	Class 42	Registered	CGL Restaurant Holdings Ltd	28 December 2001	14 July 2021
BOTANICA	Japan	2006-68316	Classes 33, 43 and 45	Registered	CGL Restaurant Holdings Ltd	23 March 2007	23 March 2017
BOTANICA (in Katakana)	Japan	2006-79499	Classes 33, 43 and 45	Registered	CGL Restaurant Holdings Ltd	15 June 2007	15 June 2017
CAROM @ MEZA	United Kingdom	2596616	Class 43	Registered	CGL Restaurant Holdings Ltd	16 March 2012	4 October 2021
CINNAMON CANDY	United Kingdom	2585404	Class 43	Registered	CGL Restaurant Holdings Ltd	23 September 2011	22 June 2021

Mark	Country	Number	Class(es)	Status	Proprietor/Chargor	Registration Date	Renewal Date
CRAFTHOUSE	United Kingdom	2645877	Class 43	Registered	CGL Restaurant Holdings Ltd	29 March 2013	14 December 2022
D&D	United Kingdom	2443788	Class 43	Registered	CGL Restaurant Holdings Ltd	13 July 2007	17 January 2017
D&D LONDON	International	945019	Class 43	Registered	CGL Restaurant Holdings Ltd	2 November 2007	2 November 2017
D&D LONDON	European Community	945019	Class 43	Registered	CGL Restaurant Holdings Ltd	2 November 2007	2 November 2017
D&D LONDON	United Kingdom	2443791	Class 43	Registered	CGL Restaurant Holdings Ltd	13 July 2007	17 January 2017
D&D LONDON	USA	945019	Class 43	Registered	CGL Restaurant Holdings Ltd	29 March 2011	29 March 2017
D&D VENTURES	United Kingdom	2443790	Class 43	Registered	CGL Restaurant Holdings Ltd	13 July 2007	17 January 2017
FISH MARKET	United Kingdom	2187800	Class 43	Registered	CGL Restaurant Holdings Ltd	6 October 2000	4 February 2019
GASTRODOME	United Kingdom	2023997	Classes 29, 30 and 42	Registered	CGL Restaurant Holdings Ltd	7 June 1996	15 June 2015
ICONIC	Japan	2006-79501	Classes 33, 43 and 45	Registered	CGL Restaurant Holdings Ltd	25 April 2008	25 April 2018
ICONIC	Japan	2006-80681	Class 30	Registered	CGL Restaurant Holdings Ltd	25 July 2008	25 July 2018
ICONIC (in Katakana)	Japan	2006-79498	Classes 33, 43 and 45	Registered	CGL Restaurant Holdings Ltd	25 April 2008	25 April 2018

Mark	Country	Number	Class(es)	Status	Proprietor/Chargor	Registration Date	Renewal Date
ICONIC (in Katakana)	Japan	2006-80680	Class 30	Registered	CGL Restaurant Holdings Ltd	25 July 2008	25 July 2018
LE COQ D'ARGENT	United Kingdom	2112892	Class 42	Registered	CGL Restaurant Holdings Ltd	27 June 1997	15 October 2016
LE PONT DE LA TOUR	United Kingdom	1428054	Class 42	Registered	CGL Restaurant Holdings Ltd	6 June 1990	6 June 2017
LE PONT DE LA TOUR	United Kingdom	2479333	Class 35	Registered	CGL Restaurant Holdings Ltd	20 June 2008	8 February 2018
MEZA AT MEZZO	United Kingdom	2374314	Class 43	Registered	CGL Restaurant Holdings Ltd	9 September 2005	29 September 2014
MEZZO	United Kingdom	B1276053	Class 33	Registered	CGL Restaurant Holdings Ltd	22 August 1986	22 August 2017
MEZZO	United Kingdom	1579741	Class 42	Registered	CGL Restaurant Holdings Ltd	7 June 1996	26 July 2021
MIYABI	United Kingdom	2187803	Class 43	Registered	CGL Restaurant Holdings Ltd	6 August 1999	4 February 2019
NEW STREET	United Kingdom	2608876	Classes 35 and 43	Registered	CGL Restaurant Holdings Ltd	4 May 2012	1 February 2022
OLD BENGAL	United Kingdom	2603595	Classes 35 and 43	Registered	CGL Restaurant Holdings Ltd	9 March 2012	5 December 2021
ORRERY	United Kingdom	2114495	Class 42	Registered	CGL Restaurant Holdings Ltd	27 June 1997	29 October 2016
PATERNOSTER CHOP HOUSE	United Kingdom	2356648	Class 43	Registered	CGL Restaurant Holdings Ltd	6 August 2004	25 February 2014

Mark	Country	Number	Class(es)	Status	Proprietor/Chargor	Registration Date	Renewal Date
PATERNOSTER SQUARE CHOP HOUSE	United Kingdom	2353737	Class 43	Registered	CGL Restaurant Holdings Ltd	18 June 2004	17 January 2014
PLATEAU	United Kingdom	2321086	Class 43	Registered	CGL Restaurant Holdings Ltd	20 June 2003	18 January 2013
Q Logo	United Kingdom	2015229	Classes 33 and 42	Registered	Quaglino's Restaurant Limited	4 October 1996	23 March 2015
QUAGLINOS	Japan	117226/93	Class 42	Registered	CGL Restaurant Holdings Ltd	6 March 1998	6 March 2018
QUAGLINOS	United Kingdom	1549760	Classes 29, 30 and 42	Registered	CGL Restaurant Holdings Ltd	27 September 1996	6 October 2020
REX TERRACE	United Kingdom	2574026	Class 43	Registered	CGL Restaurant Holdings Ltd	8 July 2011	3 March 2021
SARTORIA	United Kingdom	2123012	Class 42	Registered	CGL Restaurant Holdings Ltd	1 August 1997	8 February 2017
SAUTERELLE	United Kingdom	2398397	Class 43	Registered	CGL Restaurant Holdings Ltd	3 February 2006	3 August 2015
SKYLON	United Kingdom	2440333	Class 43	Registered	CGL Restaurant Holdings Ltd	1 June 2007	1 December 2016
SOUTH PLACE HOTEL	European Community	8893661	Classes 41 and 43	Registered	CGL Restaurant Holdings Ltd	10 August 2010	18 February 2020
TERMINUS	United Kingdom	2187796	Class 43	Registered	CGL Restaurant Holdings Ltd	16 July 1999	4 February 2019

**SCHEDULE 5  
INSURANCE POLICIES**

<b>Type of policy</b>	<b>Policy number</b>	<b>Insurer</b>
Commercial Combined including Terrorism	Various	Royal & Sun Alliance Ins Plc
Computer including Terrorism	NK/12389489	Allianz Engineering
Engineering Business Interruption	NP12389738	Allianz Engineering
Computer Business Interruption	NP12389662	Allianz Engineering
Deterioration of Stock	NS12389789	Allianz Engineering
Engineering Breakdown	NW15573555	Allianz Engineering
Engineering Inspection	NV12038494	Allianz Engineering
Excess Combined Liability	24550183	AIG
PA & Travel	RTT200873-6266B045	Royal & Sun Alliance Ins Plc
Directors & Officers	33542365	AIG
Motor - D&D	RSAP5465181200	Royal & Sun Alliance Ins Plc



**SCHEDULE 6**  
**FORM OF LEGAL CHARGE**

DATED [•]

[*ENTER CHARGOR NAME*]/THE PERSONS LISTED IN SCHEDULE 1]  
AS [THE CHARGOR]/[THE CHARGORS]

IN FAVOUR OF

LDC (MANAGERS) LIMITED  
AS THE SECURITY AGENT

---

LEGAL CHARGE  
RELATING TO [*SPECIFY PROPERTIES*]

---

**THIS CHARGE** is made by way of deed on [•]

**BY:**

- (1) *[Enter Chargor Name]* (registered in [England and Wales]/[Other] with company registration number *[Enter Chargor Registration Number]*) (the "**Chargor**")/[**THE PERSONS** listed in Schedule 1 (*The Chargors*) (each a "**Chargor**") in favour of
- (2) **LDC (MANAGERS) LIMITED** as trustee for each of the Secured Parties (the "**Security Agent**")

**THIS DEED WITNESSES** as follows

**1 LEGAL CHARGE**

[The Chargor]/[Each Chargor] charges with full title guarantee in favour of the Security Agent (as trustee for the Secured Parties), for the payment and discharge of the Secured Obligations, by way of second legal mortgage, the freehold and leasehold property specified against its name in the Schedule (the "**Mortgaged Property**")

**2 IMPLIED COVENANTS FOR TITLE**

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 1 (*Legal Charge*)
- (b) It shall be implied in respect of Clause 1 (*Legal Charge*) that [the Chargor]/[each Chargor] is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment)

**3 APPLICATION TO THE LAND REGISTRY**

[The Chargor]/[Each Chargor] consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of any registered land forming part of the Mortgaged Property

"No disposition of the registered estate by the proprietor of the registered estate[, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of LDC (Managers) Limited referred to in the charges register [or their conveyancer] "

**4 NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS**

[Except as permitted under the Facility] no Chargor shall at any time during the Security Period create or permit to subsist any Security over all or any part of the Mortgaged Property or dispose of or otherwise deal with any part of the Mortgaged Property

5      **GOVERNING LAW**

This Legal Charge [and all non-contractual obligations arising out of or in connection with it] [is/are] governed by English law

**THIS CHARGE** has been executed as, and is intended to take effect as, a deed by [the Chargor]/[each Chargor] and has been signed by the Security Agent on the date written on the first page of this Legal Charge

**SCHEDULE 1 TO THE LEGAL CHARGE  
THE CHARGORS**

<u>Name</u>	<u>Jurisdiction</u>	<u>Company Number</u>
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**SCHEDULE 2 TO THE LEGAL CHARGE  
MORTGAGED PROPERTY**

<u>Chargor</u>	<u>Property Description</u>	<u>Title Number</u>
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**EXECUTION PAGE TO LEGAL CHARGE**

**The [Chargor]/[Chargors]**

**EXECUTED AS A DEED BY AFFIXING**

**THE COMMON SEAL of** )  
**[NAME OF CHARGOR]** )  
in the presence of )

Director

Name

Director/Secretary

Name

**OR**

**EXECUTED AS A DEED by** )  
**[NAME OF CHARGOR]** )

Director

Name

Director/Secretary

Name

**OR**

**EXECUTED AS A DEED by** )  
**[NAME OF CHARGOR]** )  
acting by a director ) **DIRECTOR**  
in the presence of )

Signature of witness

Name (in BLOCK CAPITALS)

Address

**OR**

**EXECUTED AS A DEED** on behalf of )  
[**NAME OF CHARGOR**] [, a company )  
incorporated in [*territory*], acting by )  
[*full name(s) of person(s) signing*] )  
[being [a] person[s] )  
who, in accordance with the laws of )  
[*territory*], [is][are] )  
acting under the authority of the company] )

Name

[Name]

**The Security Agent**

Signed by )  
**LDC (MANAGERS) LIMITED** )  
for and on its behalf )  
by its duly authorised )  
Officer )

**SCHEDULE 7**  
**FORM OF NOTICE OF SECURITY TO ACCOUNT BANK**

To     *[Account Bank/other financial institution]*

Date    [•]

Dear Sirs

We give you notice that, by a Debenture dated [•] (the "**Debenture**"), we have charged by way of fixed charge] to LDC (Managers) Limited (the "**Security Agent**") as trustee for the Secured Parties all of our right, title and interest in and to the account[s] listed below maintained with your [bank/building society/financial institution] (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby

Account Name[s]     [•]

Sort Code[s]         [•]

Account No[s]        [•]

*[repeat list as necessary]*

We irrevocably instruct and authorise you to disclose to the Security Agent without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to [the]/[any] account[s] maintained with you from time to time as the Security Agent may request you to disclose to it

We confirm that:

- (a) any payment instructions by *[Enter Chargor Name]* affecting the above account[s] shall continue and all communications in respect of such account[s] shall be made to *[Enter Chargor Name]*, and
- (b) all rights, interests and benefits arising from the above account[s] shall accrue to *[Enter Chargor Name]*,

[in each case] until you receive written notification from us or from the Security Agent that an Acceleration Event has occurred (an "**Acceleration Event Notice**")

With effect from the date of your receipt of an Acceleration Event Notice

- (a) any existing payment instructions affecting the above account[s] (the "**Accounts**") are to be terminated and all payments and communications in respect of the Accounts should be made to the Security Agent or to its order (with a copy to us), and
- (b) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Accounts belong to the Security Agent



This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at One Vine Street, London W1J 0AH marked for the attention of Bertie Ackroyd

Yours faithfully

for and on behalf of  
[CHARGOR(S)]

**Form of Acknowledgement of Notice of  
Security by Account Bank**

To LDC (Managers) Limited (the "Security Agent")

Date

Dear Sirs

We confirm receipt from [Enter Chargor Name] (the "**Chargor**") of a notice dated [•] of a fixed charge upon the terms of a Debenture dated [•] (the "**Debenture**") of all the Chargor's right, title and interest in and to, and all monies (including interest) from time to time standing to the credit of the following account[s] which [is/are] maintained with us and the debt or debts represented thereby:

[List relevant accounts here]

(the "**Account[s]**")

We confirm that there are no restrictions on the creation of Security over the Account[s] in favour of the Security Agent

We unconditionally and irrevocably waive all rights of set-off, lien, combination or consolidation of accounts and security in respect of any Account[s] and similar rights (however described) which we may have now or in the future in respect of [each of] the Account[s] or the balance thereon to the extent that such rights relate to amounts owed to us by the Chargor

We confirm that we have not received notice of the interest of any third party in [any of] the Account[s] and that following receipt of written notification from you or from the Security Agent that an Acceleration Event has occurred (an "**Acceleration Event Notice**") we will not, without the Security Agent's prior written consent, amend or vary any rights attaching to the Account[s]

Following receipt of an Acceleration Notice, we will act only in accordance with the instructions given by persons authorised by the Security Agent and we shall send all statements and other notices given by us relating to the Account[s] to the Security Agent

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

Yours faithfully

for and on behalf of  
[Account Bank/other financial institution]

cc [Enter Chargor Name]

**SCHEDULE 8**  
**FORM OF CONTROL ACCOUNT NOTICE**

To     *[Account Bank/other financial institution]*

Date   *[•]*

Dear Sirs

We give you notice that, by a Debenture dated *[•]* (the "**Debenture**"), we have assigned to LDC (Managers) Limited (the "**Security Agent**") as trustee for the Secured Parties all of our right, title and interest in and to the account[s] listed below maintained with your *[bank/building society/financial institution]* (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby

Account Name[s]     *[•]*

Sort Code[s]        *[•]*

Account No[s]       *[•]*

*[repeat list as necessary]*

We irrevocably instruct and authorise you to disclose to the Security Agent without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to *[the]/[any]* account[s] maintained with you from time to time as the Security Agent may request you to disclose to it

With effect from the date of your receipt of this notice

- (a) any existing payment instructions affecting the above account[s] (the "**Control Accounts**") are to be terminated and all payments and communications in respect of the Control Accounts should be made to the Security Agent or to its order (with a copy to us) *[insert agreed operating procedures in relation to any Claims Account, which should be stated to be revocable at any time on notice from the Security Agent]*, and
- (b) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Control Accounts belong to the Security Agent

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at One Vine Street, London W1J 0AH marked for the attention of Bertie Ackroyd

Yours faithfully

### Form of Acknowledgement of Control Account Notice

To LDC (Managers) Limited (the "Security Agent")

Date

Dear Sirs

We confirm receipt from *[Enter Chargor Name]* (the "**Chargor**") of a notice dated *[•]* of an assignment upon the terms of a Debenture dated *[•]* (the "**Debenture**") of all the Chargor's right, title and interest in and to, and all monies (including interest) from time to time standing to the credit of the following account[s] which *[is/are]* maintained with us and the debt or debts represented thereby

*[List relevant accounts here]*

(the "**Control Account[s]**")

We confirm that the balance standing to the Control Account[s] at today's date is *[•]*, no fees or periodic charges are payable in respect of the Control Account[s] and there are no restrictions on (a) the payment of the credit balance on the Control Account[s] [(except, in the case of a time deposit, the expiry of the relevant period)] or (b) the creation of Security over the Control Account[s] in favour of the Security Agent or any third party

We unconditionally and irrevocably waive all rights of set-off, lien, combination or consolidation of accounts and security in respect of any Control Account[s] and similar rights (however described) which we may have now or in the future in respect of *[each of]* the Control Account[s] or the balance thereon to the extent that such rights relate to amounts owed to us by the Chargor

We confirm that we have not received notice of the interest of any third party in *[any of]* the Control Account[s] and will not, without the Security Agent's prior written consent, amend or vary any rights attaching to the Control Account[s]

We will act only in accordance with the instructions given by persons authorised by the Security Agent and we shall send all statements and other notices given by us relating to the Control Account[s] to the Security Agent

*[We confirm that we have not designated [the]/[any of the] Control Account[s] a dormant account within the meaning of the Dormant Bank and Building Society Accounts Act 2008 We agree that we will not so designate [the]/[any of the] Control Account[s] nor take any steps to transfer the balance standing to the credit of [the]/[any of the] Control Account[s] to the reclaim fund without the Security Agent's prior written consent ] ]*

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

Yours faithfully

for and on behalf of  
[Account Bank/other financial institution]

cc [Enter Chargor Name]

**SCHEDULE 9**  
**FORM OF NOTICE OF SECURITY IN RESPECT OF MONETARY CLAIMS**

To [insert name of relevant Group member]

Date [•]

Dear Sirs

We give you notice that, by a Debenture dated [•] (the "**Debenture**"), we have charged by way of fixed charge to LDC (Managers) Limited (the "**Security Agent**") as trustee for the Secured Parties all of our right, title and interest in and to [each agreement (whether oral or in writing) relating to loans or other financial indebtedness (which includes, without limitation, amounts raised pursuant to any note purchase or issue of bonds) between us as lender or creditor and you as borrower] (the "**Monetary Claim**") and the debt or debts represented thereby

With effect from the date of your receipt of this notice, subject to any conflicting instructions which you may have received from Lloyds TBS Bank plc in respect of a debenture dated [ ]

- 1 all payments by you to us under or arising from the Monetary Claim (the "**Payments**") shall be made to the Security Agent or to its order as it may specify in writing from time to time,
- 2 all remedies provided for under the Monetary Claim or available at law or in equity shall be exercisable by the Security Agent,
- 3 all rights to compel performance under the Monetary Claim shall be exercisable by the Security Agent although we shall remain solely liable to perform all the obligations assumed by us under or in connection with the Monetary Claim,
- 4 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising under the Monetary Claim shall belong to the Security Agent, and
- 5 you are authorised and instructed, without requiring further approval from us, to provide the Security Agent with such information relating to the Monetary Claim as it may from time to time request and to send it copies of all notices issued in connection with the Monetary Claim to the Security Agent as well as to us

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at One Vine Street, London W1J 0AH marked for the attention of Bertie Ackroyd

Yours faithfully

for and on behalf of

**Form of Acknowledgement of Notice of  
Security in respect of Monetary Claims**

To LDC (Managers) Limited (the "Security Agent")

Date

Dear Sirs

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

We further confirm that

- (a) we have not claimed or exercised and have no outstanding right to claim or exercise any right of set-off, counterclaim or other right relating to any payments by us to the Chargor under or arising from the Monetary Claim,
- (b) no amendment, waiver or release of any of such rights, interests and benefits shall be effective without the prior written consent of the Security Agent, and
- (c) no termination of such rights, interests or benefits shall be effective unless we have given the Security Agent [thirty] days written notice of the proposed termination, specifying the action necessary to avoid such termination
- (d) no breach or default on the part of the Chargor of any of the terms of the document evidencing the Monetary Claim shall be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach

Yours faithfully

for and on behalf of  
[•]

cc [Enter Chargor Name]

**SCHEDULE 10**  
**FORM OF NOTICE OF ASSIGNMENT OF SPECIFIC CONTRACT**

To     [•]

Date   [•]

Dear Sirs

We give you notice that, by a Debenture dated [•] (the "**Debenture**"), we have assigned [in equity] to LDC (Managers) Limited (the "**Security Agent**") as trustee for the Secured Parties all our right, title and interest in and to [*details of contract*] (the "**Contract**") including all monies which may be payable in respect of the Contract

With effect from your receipt of this notice, subject to any conflicting instructions which you may have received from Lloyds TBS Bank plc in respect of a debenture dated [ ]

- 1     all payments by you to us under or arising from the Contract (the "**Payments**") shall be made to us,
- 2     all remedies provided for in the Contract or available at law or in equity shall be exercisable by us,
3.    all rights to compel performance of the Contract shall be exercisable by us,
- 4     all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract shall belong to us, and
- 5     you are authorised and instructed, without requiring further approval from us, to provide the Security Agent with such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Security Agent as well as to us,

in each case until you receive written notification from us or from the Security Agent that an Acceleration Event has occurred (an "**Acceleration Event Notice**")

With effect from the date of your receipt of an Acceleration Event Notice.

- 1     all Payments shall be made to the Security Agent or to its order as it may specify in writing from time to time,
- 2     all remedies provided for in the Contract or available at law or in equity shall be exercisable by the Security Agent,
- 3     all rights to compel performance of the Contract shall be exercisable by the Security Agent although we shall remain solely liable to perform all the obligations assumed by us under or in connection with the Contract;
- 4     all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract shall belong to the Security Agent and no changes may be



made to the terms of the Contract nor may the Contract be terminated without the Security Agent's consent, and

- 5 you are authorised and instructed, without requiring further approval from us, to provide the Security Agent with such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Security Agent as well as to us

These instructions may not be revoked, nor may the terms of the Contract be amended, varied, waived or terminated without the prior written consent of the Security Agent

This letter and all non-contractual obligations arising out of or in conjunction with it are governed by and will be construed in accordance with the laws of England and Wales

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at One Vine Street, London W1J 0AH marked for the attention of Bertie Ackroyd

Yours faithfully

.  
for and on behalf of  
[*Enter Chargor Name*]

**Form of Acknowledgement of  
Assignment of Specific Contract**

To LDC (Managers) Limited (the "Security Agent")

Date

Dear Sirs

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

We further confirm that

- (a) we have not claimed or exercised and have no outstanding right to claim or exercise any right of set-off, counterclaim or other right relating to any payments by us to the Chargor under or arising from the Contract, and
- (b) no amendment, waiver or release of any of such rights, interests and benefits shall be effective without the prior written consent of the Security Agent

Following receipt of written notification from you or from the Security Agent that an Acceleration Event has occurred (an "**Acceleration Event Notice**") we confirm that

- (a) no termination of such rights, interests or benefits shall be effective unless we have given the Security Agent [thirty] days written notice of the proposed termination, specifying the action necessary to avoid such termination, and
- (b) no breach or default on the part of the Chargor of any of the terms of the Contract shall be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach

Yours faithfully

for and on behalf of  
[•]

cc [Enter Chargor Name]

**SCHEDULE 11**  
**FORM OF NOTICE OF ASSIGNMENT OF INSURANCE POLICY**

To: [Insert name of Insurer]

Date

Dear Sirs

We give you notice that, by a Debenture dated [•] (the "**Debenture**"), we have assigned to LDC (Managers) Limited (the "**Security Agent**") as trustee for the Secured Parties all our right, title and interest in and to the proceeds of [insert details of relevant insurance policy] (the "**Policy of Insurance**")

With effect from your receipt of this notice, subject to any conflicting instructions which you may have received from Lloyds TBS Bank plc in respect of a debenture dated [ ], we instruct and authorise you to

- 1 make all payments and claims [in excess of £ [•]] under or arising from the Policy of Insurance to the Security Agent [insert relevant account number and sort code] or to its order as it may specify in writing from time to time;
- 2 note the interest of the Security Agent on the Policy of Insurance, and
- 3 disclose to the Security Agent, without further approval from us, such information regarding the Policy of Insurance as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Policy of Insurance

We will remain liable to perform all our obligations under the Policy of Insurance and the Security Agent is under no obligation of any kind whatsoever under the Policy of Insurance nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy of Insurance

With effect from your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Policy of Insurance (including all rights to compel performance) belong to and are exercisable by the Security Agent

This letter [and all non-contractual obligations arising out of or in conjunction with it] [is/are] governed by and will be construed in accordance with the laws of England and Wales

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at One Vine Street, London W1J 0AH marked for the attention of Bertie Ackroyd

Yours faithfully

for and on behalf of

**Form of Acknowledgement of  
Assignment from Insurer**

To LDC (Managers) Limited as trustee for the Secured Parties (the "Security Agent")

Date

Dear Sirs

We acknowledge receipt of a notice dated [•] in the terms set out above and confirm that we have not received notice of

- (a) any assignment or charge of or over any of the rights, interests and benefits specified in such notice, or
- (b) the interest of any third party in any of the rights, interests and benefits specified in such notice,

and will make all payments in the manner and to the account specified in that notice. We confirm that we have made all necessary arrangements for all future payments payable under such Policy of Insurance, to be made into the account specified in the notice.

We further confirm that

- 1 no amendment, waiver or release or any such rights, interest and benefits will be effective without the prior written consent of the Security Agent,
- 2 no termination of such rights, interests or benefits will be effective unless we have given the Security Agent [21] days' written notice of the proposed termination and specifying the action necessary to avoid such termination,
- 3 the Chargor will remain liable to perform all its obligations under the Policy of Insurance and the Security Agent is under no obligation of any kind whatsoever under the Policy of Insurance nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Policy of Insurance, and
- 4 no breach or default on the part of the Chargor of any of the terms of such Policy of Insurance will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

We unconditionally and irrevocably waive all rights of set-off, lien, combination of accounts and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor (and the proceeds thereof) and we will send you copies of all statements, orders and notices given by us relating to such debt.

This letter [and all non-contractual obligations arising out of or in connection with it] [is/are] governed by and will be construed in accordance with the laws of England and Wales.

Yours faithfully

**SCHEDULE 12**  
**FORM OF RESIGNATION LETTER**

To LDC (Managers) Limited as Security Agent

From [resigning Obligor]

Dated [• ] 20[•]

Dear Sirs

**Deed of Guarantee and Second Ranking Debenture dated [•] 2013**  
**(the "Debenture")**

- 1 We refer to the Debenture. This is a Resignation Letter. Terms defined in the Debenture have the same meaning in this Resignation Letter unless given a different meaning in this Resignation Letter.
- 2 Pursuant to Clause 30.2 (*Resignation of Chargors*) of the Debenture, we request that [resigning Obligor] be released from its obligations as a Chargor under the Debenture (and any associated Legal Charge) and that all security granted by [resigning Obligor] is released.
- 3 We confirm that
  - (a) [resigning Obligor] has been fully and unconditionally released from its guarantee obligations pursuant to the Facility Agreement and that all security granted by [resigning Obligor] pursuant to the First Ranking Debenture has been fully and unconditionally released, and
  - (b) no Acceleration Event is continuing or would result from the acceptance of this request.
- 4 This Resignation Letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

[Existing Lender]

[New Lender]

By .

By . . . . .

**EXECUTION PAGE TO DEBENTURE**

**The Chargors**

**EXECUTED AS A DEED** by )  
**D&D TOPCO LIMITED** )  
acting by a director )  
in the presence of )

Signature of witness:

Name (in BLOCK CAPITALS).

Address.

**EXECUTED AS A DEED** by )  
**CGL RESTAURANT HOLDINGS** )  
**LIMITED** )  
acting by a director )  
in the presence of )

Signature of witness.

Name (in BLOCK CAPITALS):

Address:

**EXECUTED AS A DEED** by )  
**D&D LONDON LIMITED** )  
acting by a director )  
in the presence of )

Signature of witness:

Name (in BLOCK CAPITALS).

Address.

**EXECUTED AS A DEED** by )  
**QUAGLINOS RESTAURANT LIMITED** )  
acting by a director )  
in the presence of )

Signature of witness

Name (in BLOCK CAPITALS):

Address.

**EXECUTED AS A DEED** by )  
**BLUEPRINT CAFÉ LIMITED** )  
acting by a director )  
in the presence of )

Signature of witness.

Name (in BLOCK CAPITALS):

Address.

**EXECUTED AS A DEED** by )  
**LE PONT DE LA TOUR LIMITED** )  
acting by a director )  
in the presence of )

Signature of witness:

Name (in BLOCK CAPITALS):

Address

**EXECUTED AS A DEED** by )  
**THE BUTLERS WHARF CHOP-HOUSE** )  
**LIMITED**  
acting by a director )  
in the presence of: )

Signature of witness.

Name (in BLOCK CAPITALS)

Address:

**EXECUTED AS A DEED** by )  
**ORRERY RESTAURANT LIMITED** )  
acting by a director )  
in the presence of: )

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

**EXECUTED AS A DEED** by )  
**COQ D'ARGENT LIMITED** )  
acting by a director )  
in the presence of: )

Signature of witness

Name (in BLOCK CAPITALS):

Address.



**EXECUTED AS A DEED** by )  
**SARTORIA RESTAURANT LIMITED** )  
acting by a director )  
in the presence of )

Signature of witness:

Name (in BLOCK CAPITALS):

Address

**EXECUTED AS A DEED** by )  
**SKYLON RESTAURANT LIMITED** )  
acting by a director )  
in the presence of. )

Signature of witness.

Name (in BLOCK CAPITALS):

Address:

**EXECUTED AS A DEED** by )  
**PLATEAU RESTAURANT LIMITED** )  
acting by a director )  
in the presence of )

Signature of witness.

Name (in BLOCK CAPITALS):

Address:

**EXECUTED AS A DEED** by )  
**THE BLUEBIRD STORE LIMITED** )  
acting by a director )  
in the presence of )

Signature of witness:

Name (in BLOCK CAPITALS).

Address:

**EXECUTED AS A DEED** by )  
**MEZZO PROPERTIES LIMITED** )  
acting by a director )  
in the presence of )

Signature of witness:

Name (in BLOCK CAPITALS)

Address:

**EXECUTED AS A DEED** by )  
**MEZZO LIMITED** )  
acting by a director )  
in the presence of )

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

**EXECUTED AS A DEED** by )  
**FLORIDITA LONDON LIMITED** )  
acting by a director )  
in the presence of )

Signature of witness

Name (in BLOCK CAPITALS)

scn

Address.

**EXECUTED AS A DEED** by )  
**ALCAZAR (FRANCE) LIMITED** )  
acting by a director )  
in the presence of. )

x

Signature of witness:

Name (in BLOCK CAPITALS).

/

Address:

Q

**EXECUTED AS A DEED** by )  
**ALCAZAR (PARIS) LIMITED** )  
acting by a director )  
in the presence of. )

Signature of witness

Name (in BLOCK CAPITALS)

Address:

**EXECUTED AS A DEED** by  
**IMAGE RESTAURANTS LIMITED**  
acting by a director  
in the presence of

)  
)  
) X  
)

Signature of witness:

Name (in BLOCK CAPITALS).

Address.

**EXECUTED AS A DEED** by  
**MOVING IMAGE RESTAURANTS**  
**LIMITED**  
acting by a director  
in the presence of

)  
)  
) X  
)  
)

Signature of witness.

Name (in BLOCK CAPITALS).

Address:

**EXECUTED AS A DEED** by  
**PLACE RESTAURANTS LIMITED**  
acting by a director  
in the presence of

)  
)  
)  
)

Signature of witness

Name (in BLOCK CAPITALS):

Address

**EXECUTED AS A DEED** by )  
**SOUTH PLACE RESTAURANTS LIMITED** ) X  
acting by a director )  
in the presence of: )

Signature of witness.

Name (in BLOCK CAPITALS).

Address:

**EXECUTED AS A DEED** by )  
**D&D LONDON VENTURES LIMITED** ) X  
acting by a director )  
in the presence of. )

Signature of witness:

Name (in BLOCK CAPITALS):

Address

**EXECUTED AS A DEED** by )  
**OLD BENGAL WAREHOUSE LIMITED** ) X  
acting by a director )  
in the presence of )

Signature of witness:

Name (in BLOCK CAPITALS):

Address.

**EXECUTED AS A DEED** by  
**CINNAMON CANDY LIMITED**  
acting by a director  
in the presence of

)  
) X  
)  
)

Signature of witness

Name (in BLOCK CAPITALS).

Address.

7W

**The Security Agent**

Signed by )  
**LDC (MANAGERS) LIMITED** )  
acting by )  
in the presence of )

Signature of witness

Name (in BLOCK CAPITALS).

Address: