

MR01

Particulars of a charge

ashurst

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 there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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 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. This  
must be scanned and placed on the public record



\*A2ZBXJR6\*

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11/01/2014

#89

COMPANIES HOUSE

**1** Company details

Company number 0 5 9 3 6 3 8 6

Company name in full Rome Pikco Limited

4 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 0 6 0 1 2 0 1 4

**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 Santander UK plc as security trustee

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

None

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

Ashurst 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 LHO/ETORRE/A018 00086/33014863

Company name Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

Country/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111

**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:**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ 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: 5936386

Charge code: 0593 6386 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th January 2014 and created by ROME PIKCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th January 2014

Given at Companies House, Cardiff on 15th January 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



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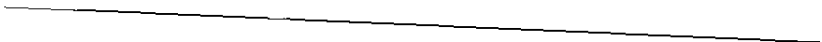
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EXECUTION VERSION

## Debenture

**The Parent  
and the other companies listed in schedule 1**

and

**Santander UK plc**  
as Security Agent

Certified as a true copy of the  
original instrument save for the  
material redacted pursuant to  
s 859G of the Companies Act 2006

Ashurst UK

Note: the application of recoveries under this debenture is regulated  
by the terms of the Intercreditor Agreement

6 January 2014

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THIS DEED is made on 6 January 2014

**BETWEEN:**

- (1) **ROME PIKCO LIMITED** (a company incorporated in England and Wales with registered number 5936386) (the "**Parent**"),
- (2) **THE COMPANIES** listed in schedule 1 (Charging Companies); and
- (3) Santander UK plc as security trustee for itself and the other Secured Parties (the "**Security Agent**", which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed)

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this deed:

**"Assigned Agreements"** means the contracts listed in schedule 4 (Assigned Agreements (Contracts)) or in any Security Accession Deed, the Intra-Group Loans and any other agreement designated as an Assigned Agreement by the relevant Charging Company (or the Obligors' Agent on its behalf) and the Security Agent;

**"Bank Accounts"** means all rights in relation to cash-deposit, current or other accounts held with any bank, financial institution or other person,

**"Book Debts"** means all book and other debts of any nature and all monetary claims (excluding any such debts or claims in relation to the Bank Accounts, the Assigned Agreements, the Insurances and the Hedging Agreements),

**"Cash Collateral Accounts"** means any Mandatory Prepayment Account or any other Bank Account which is designated as a Cash Collateral Account by the relevant Charging Company (or the Obligors' Agent on its behalf) and the Security Agent, and any replacement account or sub-account of that account,

**"Charged Property"** means the assets mortgaged, charged or assigned to the Security Agent by this deed;

**"Charging Companies"** means the Parent, each of the companies listed in schedule 1 (Charging Companies) and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,

**"Collection Accounts"** means the accounts (if any) listed in part 2 of schedule 3 (Collection Accounts (Not Blocked)) or in any Security Accession Deed or which is designated as a Collection Account by the relevant Charging Company (or the Obligors' Agent on its behalf) and the Security Agent, and any replacement account or sub-account of that account,

**"Debt Documents"** has the meaning given to that term in the Intercreditor Agreement,

**"Declared Default"** means an Event of Default which has resulted in the Agent exercising any of its rights under clause 25 17 (Acceleration) of the Senior Facilities Agreement or the mezzanine facility agent exercising any of its rights under clause 24 17 (Acceleration) of the Mezzanine Facility Agreement,



**"Default Basis"** means the rate at which interest is payable and the basis for determining payments due, as provided for in clause 11.3 (Default Interest) of the Senior Facilities Agreement (and following termination of that agreement, under clause 10.4 (Default Interest) of the Mezzanine Facility Agreement),

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Agent,

**"Distribution Rights"** means all dividends, distributions, interest and/or other income paid or payable on any Investment, together with all shares or other property derived from that Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise);

**"Equipment"** means all plant, machinery, vehicles, computers, office and other equipment including that equipment (if any) listed in any Security Accession Deed;

**"Event of Default"** means an Event of Default under either or both of the Senior Facilities Agreement and the Mezzanine Facility Agreement,

**"Finance Documents"** means the Senior Finance Documents (including any Hedging Agreement) and the Mezzanine Finance Documents,

**"Floating Charge Asset"** means an asset charged under clause 3.4 (Floating Charge);

**"Hedging Agreements"** means a "Hedging Agreement" as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,

**"Insurances"** means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, including those policies (if any) listed in any Security Accession Deed including any key-person policies but excluding any third party liability or public liability insurance and any directors' and officers' insurance;

**"Intercreditor Agreement"** has the meaning given to that term in the Senior Facilities Agreement and the Mezzanine Facility Agreement;

**"Intellectual Property"** has the meaning given to it in the Senior Facilities Agreement and the Mezzanine Facility Agreement, including the intellectual property rights listed in schedule 5 (Intellectual Property) or in any Security Accession Deed

**"Intra-Group Loans"** means the loans (if any) listed in schedule 4 (Intra-Group Loans) or in any relevant Security Accession Deed, and any other loan designated as an Intra-Group Loan by the relevant Charging Company (or the Obligors' Agent on its behalf) and the Security Agent;

**"Investment"** means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including the Subsidiary Shares),

**"Mezzanine Facility Agreement"** has the meaning given to that term in the Intercreditor Agreement,

**"Mezzanine Finance Documents"** has the meaning given to that term in the Intercreditor Agreement,

**"Mezzanine Lenders"** has the meaning given to that term in the Intercreditor Agreement,

**"Obligors"** means the Obligors as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement;

**"Obligors' Agent"** means the Obligors' Agent under the Senior Facilities Agreement and the Mezzanine Facility Agreement,

**"Primary Creditors"** means the Primary Creditors as defined in the Intercreditor Agreement,

**"Real Property"** means all freehold and leasehold property and the buildings and fixtures (including trade fixtures) on that property from time to time,

**"Receiver"** means a receiver or receiver and manager in each case appointed under this deed,

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

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

**"Secured Obligations"** means all the Liabilities (as defined in the Intercreditor Agreement) of any Obligor to any Secured Party except for any money or liability which, if it were so included, would cause the infringement of section 678 or 679 of the Companies Act 2006,

**"Secured Parties"** means the Security Agent, any Receiver or Delegate and each of the Primary Creditors but, in the case of each Primary Creditor, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement in the appropriate capacity, pursuant to clause 21.11 (Creditor Accession Undertaking) of the Intercreditor Agreement,

**"Security Accession Deed"** means a deed executed by a member of the Group substantially in the form set out in schedule 8 (Form of Security Accession Deed),

**"Senior Discharge Date"** has the meaning given to that term in the Intercreditor Agreement,

**"Senior Facilities Agreement"** means the senior facilities agreement dated 23 December 2013 between, amongst others, the Parent, Rome Bidco Limited and Santander UK plc as Agent and Security Agent,

**"Senior Finance Documents"** means the Senior Finance Documents as defined in the Intercreditor Agreement,

**"Senior Lenders"** means the Senior Lenders as defined in the Intercreditor Agreement, and

**"Subsidiary Shares"** means all shares owned by a Charging Company in its Subsidiaries including the shares (if any) listed in schedule 2 (Subsidiary Shares) or in any relevant Security Accession Deed



## 1 2 Construction

- (a) In this deed, unless a contrary intention appears, a reference to
  - (i) words and expressions defined in the Senior Facilities Agreement (and, following the Senior Discharge Date, the Mezzanine Facility Agreement) have the same meanings when used in this deed unless otherwise defined in this deed,
  - (ii) the principles of construction contained in clause 1 2 (Construction) of the Senior Facilities Agreement (and, following the Senior Discharge Date, the Mezzanine Facility Agreement) apply equally to the construction of this deed, except that references to the Senior Facilities Agreement or (as applicable) the Mezzanine Facility Agreement will be construed as references to this deed;
  - (iii) any **"Charging Company"**, any **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assignees and transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents,
  - (iv) this **"deed"** includes any Security Accession Deed,
  - (v) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly,
  - (vi) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules.
- (b) A Declared Default is **"continuing"** if it has not been resolved by the Security Agent or otherwise ceased to be continuing in accordance with the relevant Debt Document;
- (c) The terms of the documents under which the Secured Obligations arise and of any side letters between any Charging Company and any Secured Party relating to the Secured Obligations are incorporated in this deed to the extent required for any purported disposition of any Real Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (d) The parties intend that this document shall take effect as a deed, notwithstanding the fact that a party may only execute it under hand

## 1 3 Third Party Rights

- (a) A Delegate will have the right to enforce the provisions of this deed which are given in its favour however the consent of a Delegate is not required for the rescission or variation of this deed
- (b) Subject to paragraph (a), a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed

## 2 COVENANT TO PAY

Each Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured

Obligations when they fall due for payment in accordance with and in the manner provided for in the Finance Documents

### **3 CHARGING CLAUSE**

#### **3 1 Fixed Charges**

Each Charging Company, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights

- (a) by way of first fixed charge.
  - (i) all Subsidiary Shares and corresponding Distribution Rights;
  - (ii) all Investments (other than Subsidiary Shares) and corresponding Distribution Rights,
  - (iii) all Equipment,
  - (iv) all Book Debts,
  - (v) all Cash Collateral Accounts;
  - (vi) all Intellectual Property,
  - (vii) its goodwill and uncalled capital,
  - (viii) to the extent not effectively assigned by clause 3 2 (Security Assignment), the Assigned Agreements,
  - (ix) to the extent not effectively assigned by clause 3 2 (Security Assignment), the Insurances, and
  - (x) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Hedging Agreements.

#### **3 2 Security Assignment**

As further security for the payment and discharge of the Secured Obligations, each Charging Company assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets and, in each case, all Related Rights

- (a) the Assigned Agreements,
- (b) the Insurances, and
- (c) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the relevant Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements, the Insurances and the Hedging Agreements to that Charging Company (or as it shall direct)

#### **3 3 Fixed Security**

Clause 3 1 (Fixed Charges) and clause 3 2 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

#### **3 4 Floating Charge**

As further security for the payment and discharge of the Secured Obligations, each Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of fixed charge under clause 3 1 (Fixed Charges) or assigned under clause 3 2 (Security Assignment) and, in each case, all Related Rights.

#### **3 5 Conversion of Floating Charge**

(a) Subject to paragraph (b) below, if:

- (i) a Declared Default has occurred and is continuing; or
- (ii) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy, or
- (iii) the Security Agent reasonably considers that it is desirable to protect the priority of the security,

the Security Agent may, by notice to any Charging Company, convert the floating charge created under this deed into a fixed charge as regards those assets which it specifies in the notice.

(b) The floating charge created under this deed may not be converted into a fixed charge solely by reason of the obtaining of a moratorium under section 1A of the Insolvency Act 1986 in relation to a Charging Company, or anything done with a view to obtaining such a moratorium.

#### **3 6 Automatic Conversion of Floating Charge**

If

- (a) any Charging Company creates (or purports to create) any Security in breach of clause 6 2 (Negative Pledge) over any Floating Charge Asset; or
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset,

the floating charge created under this deed over the relevant Floating Charge Asset will automatically and immediately be converted into a fixed charge.

#### **3 7 Intellectual Property Restricting Charging**

- (a) There shall be excluded from the charge created by clause 3 1 (Fixed Charges) and from the operation of clause 4 (Further Assurance) any Intellectual Property in which a Charging Company has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge over its

interest in that Intellectual Property (each an **"Excluded Intellectual Property"**) until the relevant condition or waiver has been satisfied or obtained

- (b) For each Excluded Intellectual Property, each relevant Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition as soon as practicable, and in any event no later than 30 days of the date of this deed (or, as the case may be, the date of the acquisition of the relevant Excluded Intellectual Property), and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security Agent under clause 3.1 (Fixed Charges). If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Charging Company will promptly execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require

### **3.8 Intercreditor Agreement**

The parties acknowledge and agree that the terms of this deed and the security interests created are subject to the terms of the Intercreditor Agreement and, in particular, the ranking and priority of those security interests shall be determined in accordance with the Intercreditor Agreement

## **4 FURTHER ASSURANCE**

- (a) Each Charging Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))
  - (i) to perfect the security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this deed or by law;
  - (ii) to confer on the Security Agent or on the Secured Parties security over any property and assets of that Charging Company located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this deed, and/or
  - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the security created by this deed
- (b) Each Charging Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this deed

## **5 REPRESENTATIONS AND WARRANTIES**

### **5.1 Matters Represented**

Each Charging Company represents and warrants to the Security Agent as set out in clauses 5.2 (Intellectual Property) to 5.4 (Subsidiary Shares) on the date of this deed and

on each day that any Secured Obligation is outstanding is repeated or deemed to be repeated

## **5 2 Intellectual Property**

schedule 5 (Intellectual Property) identifies all Intellectual Property material to its business

## **5 3 Assigned Agreements**

- (a) all payments to it by any other party under any Assigned Agreement are not subject to any right of set-off or similar right,
- (b) subject to the Legal Reservations, each of its Assigned Agreements is its legally binding, valid and enforceable obligation,
- (c) it is not in default of any of its material obligations under any of its Assigned Agreements, and
- (d) its entry into and performance of this Deed will not conflict with the term of any of its Assigned Agreements

## **5 4 Subsidiary Shares**

It is the legal and beneficial owner of the Subsidiary Shares identified against its name in schedule 2 (Subsidiary Shares) (save in relation to those Subsidiary Shares which are held by a nominee for it, in which case it is the beneficial owner only of those Subsidiary Shares)

# **6 UNDERTAKINGS - GENERAL**

## **6.1 Duration of Undertakings**

All of the undertakings given in this deed are given from the date of this deed and for so long as any security constituted by this deed remains in force.

## **6 2 Negative Pledge**

No Charging Company may create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property except as permitted by and in accordance with the Senior Facilities Agreement and the Mezzanine Facility Agreement or with the prior consent of the Security Agent

## **6 3 Disposal Restrictions**

No Charging Company may enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of all or any part of the Charged Property except as permitted by and in accordance with the Senior Facilities Agreement and the Mezzanine Facility Agreement or with the prior consent of the Security Agent

## **6 4 Preservation of Charged Property**

- (a) Each Charging Company will observe and perform in all material respects all covenants and stipulations from time to time affecting the Charged Property, make all payments, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary or desirable all the Charged Property

- (b) No Charging Company may vary any lease, licence, contract or other document relevant to its interest in any Charged Property where such variation would have a material adverse effect on the value of the relevant Charged Property or the rights of the Secured Parties
- (c) Each Charging Company will enforce the due observance and performance of all covenants given for its benefit in relation to the Charged Property.

## **6.5 Documents Relating to Charged Property**

- (a) Without prejudice to any specific requirements in this deed for the delivery of documents, each Charging Company will promptly deliver to the Security Agent all documents relating to the Charged Property which the Security Agent from time to time reasonably requires
- (b) The Security Agent may retain any document delivered to it under this deed for so long as any security constituted by this deed remains in force and, if for any reason it returns any document to the relevant Charging Company (or its nominee) before that time, it may by notice to the relevant Charging Company require that the relevant document be redelivered to it and the relevant Charging Company shall promptly comply (or procure compliance) with that notice

## **6.6 Power to Remedy**

If a Charging Company fails to comply with any undertaking given in this deed and that failure is not remedied to the satisfaction of the Security Agent within 21 days of the Security Agent notifying the Obligors' Agent that remedy is required, it will allow (and irrevocably authorises) the Security Agent, or any Delegate, to take any action on behalf of that Charging Company which is necessary to ensure that those covenants are complied with.

## **7. PERFECTION OF REAL PROPERTY SECURITY**

- (a) Each Charging Company will, promptly following the occurrence of a Declared Default which is continuing or (if later) acquisition of Real Property, deposit with the Security Agent (or as it shall direct) certified copies of all deeds and documents of title relating to all Real Property in which it has an interest and, if those deeds and documents are with the Land Registry, will promptly deposit them with the Security Agent (or as it shall direct) upon their release.
- (b) In relation to Real Property situated in England and Wales which is registered or registrable in the Land Registry, each Charging Company hereby irrevocably consents to the Security Agent, following the occurrence of a Declared Default which is continuing, applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Real Property in which it has an interest (including any unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed Land Registry form and in the following or substantially similar terms

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated ● in favour of ● referred to in the charges register "

- (c) Subject to the terms of the Senior Facilities Agreement and the Mezzanine Facility Agreement, the Senior Lenders and the Mezzanine Lenders respectively are under an obligation to make further advances (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to Real Property which is situated in England and Wales which is registered or registrable in the Land Registry, the Security Agent

may apply, following the occurrence of a Declared Default which is continuing, to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Real Property (including any unregistered Real Property subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge.

- (d) In respect of any part of the Charged Property title to which is registered at the Land Registry, each Charging Company certifies that the security created by this deed does not contravene any of the provisions of its articles of association

## **8 INVESTMENTS**

### **8.1 Investment Acquisitions**

Each Charging Company will promptly notify the Security Agent if it acquires, or enters any agreement to acquire, any interest in an Investment.

### **8.2 Voting and Distribution Rights**

- (a) Until a Declared Default occurs and is continuing, the relevant Charging Company may:
  - (i) receive and retain all dividends, distributions and other monies paid on or derived from the Investments, and
  - (ii) exercise all voting and other rights and powers attaching to the Investments provided that it may not exercise any such voting or other rights or powers in a manner which is inconsistent with any Finance Document or which may be prejudicial to the interests of the Secured Parties under this deed
- (b) On and after the occurrence of a Declared Default which is continuing, the relevant Charging Company will promptly pay all dividends, distributions and other monies paid on or derived from the Investments into a Cash Collateral Account
- (c) At any time when any Investments are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments.

### **8.3 Perfection of Investments Security**

Each Charging Company will promptly following the execution of this deed or (if later) acquisition of an Investment deposit with the Security Agent (or as it shall direct) all stock and share certificates and other documents of title relating to the Investments in which it has an interest together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following the occurrence of a Declared Default which is continuing and for so long as it is continuing or if the Security Agent reasonably considers that the security constituted by this deed is in jeopardy to complete, under its power of attorney given by clause 14 (Attorney) below, the stock transfer forms on behalf of the relevant Charging Company in favour of itself or its nominee(s)

### **8.4 Perfection of Uncertificated Investments Security**

Each Charging Company will, in respect of the Uncertificated Investments in which it has an interest

- (a) promptly following the execution of this deed or (if later) acquisition of an Uncertificated Investment, procure that any Uncertificated Investments in which it has an interest are transferred to.

- (i) that Charging Company's Escrow Balance, or

- (ii) (if the Security Agent requires) a CREST account of the Security Agent or its nominee, and

in relation to any Uncertificated Investments required to be transferred to its Escrow Balance, deliver an instruction to CREST identifying the Security Agent (or, if the Security Agent so requires, its nominee) as its escrow agent in respect of the relevant Escrow Balance, and

- (b) if required by the Security Agent, promptly procure the conversion of all or the required part (as applicable) of the Uncertificated Investments in which it has an interest into certificated form and will deposit of all certificates and other documents of title in respect of such Uncertificated Investments in accordance with clause 8.3 (Perfection of Investments Security)

In this deed

**"CREST"** means Euroclear UK & Ireland Limited (as operator of the CREST settlement system) or any successor operator for the time being,

**"Escrow Balance"** means the escrow balance of an account maintained with CREST, and

**"Uncertificated Investments"** means an Investment which is "uncertificated" within the meaning of the Uncertificated Securities Regulations 2001

## **9 BOOK DEBTS**

Each Charging Company will, as agent for the Security Agent, and except to the extent the Security Agent otherwise agrees, collect all Book Debts due to it, and pay the proceeds into a Collection Account forthwith on receipt

## **10 BANK ACCOUNTS**

### **10.1 Withdrawals**

No Charging Company may withdraw all or any monies from time to time standing to the credit of a Cash Collateral Account, except as permitted by the Senior Facilities Agreement and the Mezzanine Facility Agreement or with the prior consent of the Security Agent

### **10.2 Perfection of Bank Account Security**

Each Charging Company will, promptly following execution of this deed or (if later) designation of a Bank Account as a Collection Account or Cash Collateral Account

- (a) give notice (substantially in the form set out in schedule 7 (Form of notice to Account Banks)) to each institution with which it holds any Collection Account or Cash Collateral Account (each an **"Account Bank"**), of the charges created by this deed over those accounts, and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice; and



- (b) use reasonable endeavours to procure that each Account Bank promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent

## **11 INTELLECTUAL PROPERTY**

### **11.1 Intellectual Property Acquisitions**

Each Charging Company will promptly notify the Security Agent if it creates, acquires, or enters any agreement to acquire, any interest in Intellectual Property which is of material value to its business

### **11.2 Perfection of Intellectual Property Security**

Each Charging Company appoints the Security Agent as its agent to apply for the Secured Parties' interest in that Charging Company's Intellectual Property to be recorded on any of the following registers, in the Security Agent's discretion

- (a) the relevant Intellectual Property register of the UK Intellectual Property Office,
- (b) the relevant Intellectual Property register of the EU Office of Harmonization for the Internal Market, and
- (c) all other national, regional and international Intellectual Property registers

## **12 HEDGING AGREEMENTS AND ASSIGNED AGREEMENTS**

### **12.1 Performance and Maintenance of Agreements**

Each Charging Company will

- (a) duly perform all its obligations under the Hedging Agreements and Assigned Agreements,
- (b) enforce the due observance and performance of all covenants given for its benefit in relation to the Hedging Agreements and Assigned Agreements; and
- (c) not make or agree to make any amendments (except of a non-material and purely administrative nature) to, waive any of its rights under, or exercise any right to terminate any of the Hedging Agreements or Assigned Agreements, except
  - (i) (in the case of the Hedging Agreements) as permitted by the Intercreditor Agreement,
  - (ii) (in the case of the Assigned Agreements) as permitted by the Senior Facilities Agreement and the Mezzanine Facility Agreement, or
  - (iii) (in either case) with the prior consent of the Security Agent

### **12.2 Proceeds of Hedging Agreements**

Each Charging Company will collect all amounts payable to it under the Hedging Agreements and deal with those monies subject to any restrictions or requirements contained in the Intercreditor Agreement

### **12.3 Proceeds of Assigned Agreements**

Each Charging Company will, as agent for the Security Agent, collect all amounts payable to it under the Assigned Agreements and forthwith pay those monies into such accounts

(if any) as are required by the Senior Facilities Agreement and the Mezzanine Facility Agreement

#### **12 4 Perfection of Agreements Security**

- (a) Other than in the circumstances described in paragraph (b) below, each Charging Company will, promptly following execution of this deed (or, in respect of any Assigned Agreement designated as such or Hedging Agreement entered into after the date of execution of this deed, promptly thereafter)
  - (i) give notice (substantially in the form set out in part 1 of schedule 6 (Forms of notice to counterparties of Assigned Agreements/Hedging Agreements)) to the other parties to the Assigned Agreements and Hedging Agreements of the security created by this deed over its interest therein and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice; and
  - (ii) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent
- (b) Where a party to this deed is a counterparty to an Intra-Group Loan in existence at the time of creation of security over it by this deed, the execution of this deed by that party (in whatever capacity) will be treated as acknowledgement by it (in its capacity as counterparty to any relevant Intra-Group Loan of notice of the security created by this deed and its confirmation of the matters set out in part 1 of schedule 6 (Forms of notice to counterparties of Assigned Agreements/Hedging Agreements))

### **13 INSURANCES**

#### **13 1 Proceeds of Insurances**

Each Charging Company will collect all amounts payable to it under the Insurances and forthwith pay those monies into such accounts as are required by the Senior Facilities Agreement and the Mezzanine Facility Agreement.

#### **13 2 Perfection of Insurances Security**

- (a) Each Charging Company will, promptly following execution of this deed (or, in respect of any Insurances entered into after the date of execution of this deed, promptly thereafter)
  - (i) give notice (substantially in the form set out in part 2 of schedule 6 (Form of notice to insurers)) to the other parties to the Insurances of the security created by this deed over its interest therein and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice, and
  - (ii) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent
- (b) Each Charging Company will, promptly following request by the Security Agent, deposit with the Security Agent (or as it shall direct) all policy documents relating to the Insurances

**14. ATTORNEY**

Each Charging Company, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing

- (a) which that Charging Company is required to do by the terms of this deed, and/or
- (b) which is for the purpose of enabling the exercise of any rights or powers conferred on the Security Agent or any Receiver by this deed or by law,
- (c) and each Charging Company covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney

**15 ENFORCEMENT**

**15.1 Exercise of Enforcement Powers**

At any time after a Declared Default has occurred and is continuing

- (a) the security created by or pursuant to this deed is immediately enforceable,
- (b) the Security Agent may enforce all or any part of the security and take possession of and hold, sell or otherwise dispose and/or deal with all or any part of the Charged Property, and
- (c) the Security Agent may exercise the power of sale and all other rights and powers conferred by this deed or by statute (as varied or extended by this deed) on the Security Agent or on a Receiver, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property

**15.2 Appointment of Receiver or Administrator**

- (a) Subject to paragraph (d) below, at any time after a Declared Default has occurred and is continuing or, if so requested by the relevant Charging Company, the Security Agent may by writing under hand appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed
- (d) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986
- (e) A Receiver may not be appointed solely by reason of the obtaining of a moratorium under section 1A of the Insolvency Act 1986 in relation to a Charging Company, or anything done with a view to obtaining such a moratorium

**15.3 Appropriation**

- (a) In this deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No 2) Regulations 2003

- (b) At any time after a Declared Default has occurred and is continuing, the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations
- (c) The Security Agent must attribute a value to the appropriated financial collateral in a commercially reasonable manner
- (d) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Obligations, as the case may be, either
  - (i) the Security Agent must account to the relevant Charging Company for, and return to the relevant Charging Company, the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations; or
  - (ii) the Charging Companies will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Obligations

#### **15 4     Restriction on Withdrawal of Dealing Authority**

The Security Agent shall not be entitled to give any notice referred to in paragraph 2(b) of the notice in the form of schedule 7 (Form of notice to Account Banks) unless and until a Declared Default has occurred and is continuing or any of the circumstances described in clause 3.5 (Conversion of Floating Charge) or clause 3 6 (Automatic Conversion of Floating Charge) have arisen

### **16       EXTENSION AND VARIATION OF STATUTORY POWERS**

#### **16 1     Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by statute shall apply to the security created by this deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers conferred by statute and those contained in this deed, those contained in this deed shall prevail.

#### **16 2     Section 101 LPA Powers**

The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 shall arise on the date of this deed and for that purpose the Secured Obligations are deemed to have fallen due on the date of this deed

#### **16.3     Powers of Leasing**

The Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925

#### **16 4     Restrictions Disapplied**

The restrictions on the consolidation of mortgages and on exercise of the power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this deed

## **17 STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER**

### **17 1 Receiver as Agent**

Each Receiver shall be the agent of the relevant Charging Company which shall be solely responsible for his or her acts or defaults, and for his or her remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

### **17 2 Powers of Receiver**

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this deed), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Charging Company, each Receiver shall have power to

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the relevant Charging Company;
- (b) enter into or cancel any contracts on any terms or conditions,
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage,
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions,
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances,
- (g) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the relevant Charging Company and comprised in the Charged Property,
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Charging Company and the money so paid shall be deemed to be an expense properly incurred by the Receiver,
- (i) appoint and discharge officers and others for any of the purposes of this deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Charging Company or relating to any of the Charged Property,

- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any Real Property comprised in the Charged Property,
- (l) purchase or acquire any land or any interest in or right over land,
- (m) exercise on behalf of the relevant Charging Company all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Real Property, and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this clause 17.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Charging Company for all such purposes,

and in each case may use the name of any Charging Company and exercise the relevant power in any manner which he may think fit

### **17.3 Removal of Receiver**

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason

### **17.4 Remuneration of Receiver**

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it. Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed.

### **17.5 Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Receiver states otherwise)

## **18 PROTECTION OF THIRD PARTIES**

### **18.1 No Obligation to Enquire**

No purchaser from, or other person dealing with, the Security Agent, any Receiver or Delegate shall be obliged or concerned to enquire whether

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power, or
- (b) any of the Secured Obligations remain outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters

### **18.2 Receipt Conclusive**

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application

of any moneys or other consideration paid to or by the direction of the Security Agent or any Receiver

## **19 PROTECTION OF SECURITY AGENT AND RECEIVER**

### **19.1 Role of Security Agent**

The provisions set out in clause 29 (Role of the Agent, the Arrangers, and Others) of the Senior Facilities Agreement, clause 28 (Role of the Agent, the Arrangers and Others) of the Mezzanine Facility Agreement and clause 20 (The Security Agent) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this deed

### **19.2 Delegation**

The Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to any Charging Company or any other person for any losses arising from any act, default, omission or misconduct on the part of any Delegate

### **19.3 No Liability**

Neither the Security Agent nor any Receiver or Delegate shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his or her gross negligence, wilful default, fraud or breach of any obligations under the Finance Documents

### **19.4 Possession of Charged Property**

Without prejudice to clause 19.3 (No Liability), if the Security Agent or any Delegate enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

## **20. APPLICATION OF ENFORCEMENT PROCEEDS**

### **20.1 Order of Application**

All proceeds of enforcement (whether cash or non-cash) received or recovered by the Security Agent or any Receiver pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by any Charging Company

### **20.2 Suspense Account**

- (a) Until the Secured Obligations are paid in full, each Secured Party may place and keep (to the extent possible and for such time as it shall determine) any recoveries or other proceeds of enforcement (whether cash or non-cash) received pursuant to this deed or otherwise on account of any Charging Company's liability in respect of the Secured Obligations in an interest bearing separate suspense account, without having any obligation to apply all or any part of the same in or towards discharge of the Secured Obligations
- (b) If the security created by this deed is enforced at a time when no amount is due under the Finance Documents but at the time when amounts may or will become

due, a Secured Party may pay any recoveries or other proceeds of enforcement into a suspense account

## **21 PROTECTION OF SECURITY**

### **21.1 Continuing Security**

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other matter or thing

### **21.2 Other Security**

- (a) This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Agent or any other Secured Party may now or after the date of this deed hold for any of the Secured Obligations.
- (b) This security may be enforced against each Charging Company without first having recourse to any other rights of the Security Agent or any other Secured Party

### **21.3 Cumulative Powers**

- (a) The powers which this deed confers on the Security Agent, the other Secured Parties and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate.
- (b) The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever
- (c) The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

### **21.4 Amounts Avoided**

If any amount paid by a Charging Company in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the relevant Charging Company or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid.

### **21.5 Discharge Conditional**

If any discharge, release or arrangement (whether in respect of the obligations of any Charging Company or other Obligor, or in respect of 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 Charging Company under this deed will continue or be reinstated as if the discharge, release or arrangement had not occurred

### **21.6 Liability of Charging Companies**

- (a) Each Charging Company shall be deemed to be a principal debtor and the sole, original and independent obligor in respect of the Secured Obligations and the Charged Property shall be deemed to be a principal security for the Secured Obligations



- (b) The liability of each Charging Company under this deed and the security created by this deed shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the relevant Charging Company (as a surety only) or the charges contained in this deed (as secondary or collateral charges only) would, but for this provision, have been discharged
- (c) Clause 20 (Guarantee and Indemnity) of the Senior Facilities Agreement and clause 19 (Guarantee and Indemnity) of the Mezzanine Facility Agreement will apply in relation to this deed as if incorporated in this deed, but on the basis that the obligations of each Guarantor arising under those clauses will be deemed to be substituted by the obligations of each Charging Company under this deed

#### **21 7 Subsequent Security - Ruling-off Accounts**

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Senior Facilities Agreement and the Mezzanine Facility Agreement) it may open a new account for the relevant Charging Company in its books. If it does not do so then (unless it gives express notice to the contrary to the Obligors' Agent), as from the time it receives that notice, all payments made by the relevant Charging Company to it shall (in the absence of any express appropriation to the contrary) be treated as having been credited to a new account of the relevant Charging Company and not as having been applied in reduction of the Secured Obligations.

#### **21 8 Redemption of Prior Charges**

The Security Agent may, at any time after a Declared Default has occurred and is continuing, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Charging Company. Each Charging Company will promptly upon demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

#### **22. SET-OFF**

- (a) While an Event of Default is continuing, any Secured Party may set off any matured obligation due from a Charging Company under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to that Charging Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (b) If the relevant obligation or liability of a Charging Company is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

#### **23 CHANGES TO PARTIES**

##### **23 1 Assignment by the Security Agent**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this deed in accordance with the Finance Documents.

**23 2 Changes to Parties**

Each Charging Company authorises and agrees to changes to parties under clause 26 (Changes to the Lenders) and clause 28 (Changes to the Obligors) of the Senior Facilities Agreement, clause 25 (Changes to the Lenders) and clause 27 (Changes to the Obligors) of the Mezzanine Facility Agreement and clause 21 (Changes to the Parties) of the Intercreditor Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions

**23 3 Consent of Charging Companies**

Each Charging Company consents to the accession to this deed of additional Charging Companies and irrevocably appoints the Obligors' Agent as its agent for the purpose of executing any Security Accession Deed on its behalf.

**24. CURRENCY**

**24 1 Conversion**

All monies received or held by the Security Agent or any Receiver under this deed may be converted into any other currency which the Security Agent considers necessary to discharge any obligations and liabilities comprised in the Secured Obligations in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency

**24 2 No Discharge**

No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge any obligation or liability in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action in relation to the shortfall and shall be entitled to enforce the security constituted by this deed to recover that amount

**25. MISCELLANEOUS**

**25 1 Certificates Conclusive**

A certificate or determination of the Security Agent as to any amount or rate under this deed is, in the absence of manifest error, conclusive evidence of the matter to which it relates

**25 2 Invalidity of any Provision**

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way

**25 3 Counterparts**

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

**25.4 Failure to Execute**

Failure by one or more parties ("**Non-Signatories**") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

**25.5 Covenant to Release**

Once all the Secured Obligations have been paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any member of the Group, the Security Agent and each Secured Party shall, at the request and cost of each Charging Company, take any action which may be necessary to release the Charged Property from the security constituted by this deed.

**26 GOVERNING LAW AND JURISDICTION**

- (a) This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**").
- (c) The parties to this deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

**IN WITNESS** whereof this deed has been duly executed and delivered on the above date first above written.

**SCHEDULE 1**  
**Charging Companies**

| <b>Name</b>                  | <b>Registered Number</b> |
|------------------------------|--------------------------|
| Rome Pikco Limited           | 5936386                  |
| Rome Bidco Limited           | 5936403                  |
| Caffe Nero Group Limited     | 4129005                  |
| Nero Holdings Limited        | 3288178                  |
| Nero Coffee Roasting Limited | 6872482                  |
| Aroma Limited                | 2492293                  |

## SCHEDULE 2

### Subsidiary Shares

| Charging Company      | Subsidiary                     | Number and class of shares                | Details of nominees (if any) holding legal title to shares |
|-----------------------|--------------------------------|---|--|
| Rome Pikco Limited    | Rome Bidco Limited             | 51 ordinary shares of £1 00 each          |  |
| Rome Bidco Limited    | Caffe Nero Group Limited       | 77,846,690 ordinary shares of £0 005 each |  |
| Caffe Nero Limited    | Nero Holdings Limited          | 16,410 ordinary shares of £0 05 each      |  |
| Caffe Nero Limited    | Nero Coffee Roasting Limited   | 2 ordinary shares of £1 00 each           |  |
| Nero Holdings Limited | Aroma Limited                  | 655,000 ordinary shares of £1 00 each     | 1  |
|                       |                                | 10,742,789 ordinary shares of £0 01 each  | 2  |
| Rome Bidco Limited    | Caffe Nero Investments Limited | 100 ordinary shares of £1 00 each         |  |

### SCHEDULE 3

#### Part 1

#### Cash Collateral Account (Blocked)

| Charging Company | Account Bank | Sort Code | Account Number |
|------------------|--------------|-----------|----------------|
|                  |              |           |                |
|                  |              |           |                |
|                  |              |           |                |

#### Part 2

#### Collection Accounts (Not blocked)

| Charging Company         | Account Bank                  | Sort Code | Account Number |
|--------------------------|-------------------------------|-----------|----------------|
| Nero Holdings Limited    | National Westminster Bank plc |           |                |
| Nero Holdings Limited    | National Westminster Bank plc |           |                |
| Nero Holdings Limited    | National Westminster Bank plc |           |                |
| Rome Pikco Limited       | Bank of Scotland plc          |           |                |
| Rome Bidco Limited       | Bank of Scotland plc          |           |                |
| Caffe Nero Group Limited | Bank of Scotland plc          |           |                |
| Nero Holdings Limited    | Bank of Scotland plc          |           |                |
| Nero Holdings Limited    | Bank of Scotland plc          |           |                |
| Nero Holdings Limited    | Bank of Scotland plc          |           |                |
| Nero Holdings Limited    | Bank of Scotland plc          |           |                |
| Rome Bidco Limited       | Bank of Scotland plc          |           |                |
| Nero Holdings Limited    | Bank of Scotland plc          |           |                |
| Caffe Nero Group Limited | Ulster Bank Limited           |           |                |
| Nero Holdings Limited    | Santander UK plc              |           |                |

#### **SCHEDULE 4**

##### **Assigned Agreements (Contracts)**

- 1 Intra Group Loan Agreement between Rome Pikco Limited and Rome Bidco Limited dated 26 January 2007
- 2 Hedging agreement dated 3 January 2014 between Lloyds Bank plc and Rome Bidco Limited





## SCHEDULE 5

### Intellectual Property

| Charging Company         | Trademark    | Trademark Number | Status      | Class              | Country        |
|--------------------------|--------------|------------------|-------------|--------------------|----------------|
| Caffe Nero Group Limited | CAFFE NERO   | 11885753         | Examination | 11, 21, 30, 35, 43 | European Union |
| Caffe Nero Group Limited | CAFFE NERO   | 2133908          | Registered  | 30, 42             | European Union |
| Caffe Nero Group Limited | CAFFE NERO   | 2640730          | Registered  | 11, 21, 30, 35, 43 | UK             |
| Caffe Nero Group Limited | NERO EXPRESS | 2613064          | Registered  | 43                 | UK             |
| Caffe Nero Group Limited | CAFFE NERO   | 11734597         | Examination | 30                 | European Union |
| Caffe Nero Group Limited | N marks) (2  | 2611995          | Registered  | 35, 36, 43         | UK             |
| Caffe Nero Group Limited | CAFFE NERO   | 2149602          | Registered  | 30, 42             | UK             |

## SCHEDULE 6

### Part 1

#### Form of notice to counterparties of Assigned Agreements/Hedging Agreements

To **[insert name and address of counterparty]**

Dated ●

Dear Sirs

**Re: [here identify the relevant Assigned Agreement/Hedging Agreement] (the "Agreement")**

We notify you that **[insert name of Charging Company]** (the "**Charging Company**") has assigned to **[insert name of Security Agent]** (the "**Security Agent**") for the benefit of itself and certain other parties (the "**Secured Parties**") all its right, title and interest in the Agreement as security for certain obligations owed by the Charging Company and others to the Secured Parties.

We further notify you that

1. the Charging Company may not amend or terminate the Agreement without the prior written consent of the Security Agent,
2. you may continue to deal with the Charging Company in relation to the Agreement until you receive written notice to the contrary from the Security Agent informing you that a Declared Default has occurred and is continuing. Thereafter, the Charging Company will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent,
3. you are authorised to disclose information in relation to the Agreement to the Security Agent on request,
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Charging Company is entitled under the Agreement direct to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing, and
5. the provisions of this notice may only be revoked with the written consent of the Security Agent

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of confirmation that

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions,
- (b) you have not received notice that the Charging Company has assigned or charged its rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party, and

- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Charging Company any right of set-off, counter-claim or other right relating to the Agreement

The provisions of this notice are governed by English law

Yours faithfully

**Name:**

for and on behalf of

**[insert name of Charging Company]**

**[On acknowledgement copy]**

To [insert name and address of Security Agent]

Copy to [insert name and address of Charging Company]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above

**Name:**

for and on behalf of

**[insert name of Counterparty]**

**Dated:**

●

## Part 2

### Form of notice to insurers

To **[insert name and address of insurance company]**

Dated ●

Dear Sirs

**Re: [here identify the relevant insurance policy(ies)] (the "Policies")**

We notify you that **[insert name of Charging Company]** (the "**Charging Company**") has assigned to **[insert name of Security Agent]** (the "**Security Agent**") for the benefit of itself and certain other parties (the "**Secured Parties**") all its right, title and interest in the Policies as security for certain obligations owed by the Charging Company and others to the Secured Parties

We further notify you that

1. the Charging Company may not amend or terminate the Policies without the prior written consent of the Security Agent,
2. you may continue to deal with the Charging Company in relation to the Policies until you receive written notice to the contrary from the Security Agent informing you that a Declared Default has occurred and is continuing. Thereafter, the Charging Company will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent,
3. you are authorised to disclose information in relation to the Policies to the Security Agent on request; and
4. the provisions of this notice may only be revoked with the written consent of the Security Agent

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of confirmation that

- (a) you agree to act in accordance with the provisions of this notice,
- (b) you will note the Security Agent's interest as first chargee on the Policies,
- (c) after receipt of written notice in accordance with paragraph 2 above, you will pay all monies to which the Charging Company is entitled under the Policies direct to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing,
- (d) you will not cancel or otherwise allow the Policies to lapse without giving the Security Agent not less than 14 days' written notice,
- (e) you have not received notice that the Charging Company has assigned or charged its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and
- (f) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Charging Company, any right of set-off, counter-claim or other right relating to the Policies

The provisions of this notice are governed by English law



Yours faithfully

**Name:**

for and on behalf of

**[insert name of Charging Company]**

**[On acknowledgement copy]**

To **[insert name and address of Security Agent]**

Copy to. **[insert name and address of Charging Company]**

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (f) above.

**Name:**

for and on behalf of

**[insert name of insurance company]**

Dated

●

## SCHEDULE 7

### Form of notice to Account Banks

To: **[insert name and address of Account Bank]** (the "Account Bank")

Dated ●

Dear Sirs

**Re: The ● Group of Companies - Security over Bank Accounts**

We notify you that the companies identified in the schedule to this notice (together with the Parent, the "**Customers**") have charged in favour of **[insert name of Security Agent]** (the "**Security Agent**") for the benefit of itself and certain other parties all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice (the "**Charged Accounts**") and to all interest (if any) accruing on the Charged Accounts

1 We irrevocably authorise and instruct you:

- (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent
  - (i) in respect of any Charged Account designated as "Blocked", notifying you that it is in accordance with the Senior Facilities Agreement and/or the Mezzanine Facility Agreement (as the case may be); or
  - (ii) in respect of any account designated as "Not Blocked", notifying you that a Declared Default has occurred and is continuing; and
- (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide

2. We also advise you that

- (a) the Security Agent will have sole signing rights to the Blocked Accounts and therefore the Customers may not withdraw any monies from the Charged Accounts designated as "Blocked" in the schedule below without first having obtained the prior written consent of the Security Agent,
- (b) by counter-signing this notice the Security Agent confirms that the Customers may make withdrawals from the Charged Accounts designated as "Not blocked" in the schedule below until such time as the Security Agent shall notify you in writing that their permission is withdrawn. That permission may only be withdrawn or modified by the Security Agent on its writing to you to notify you that a Declared Default has occurred and is continuing, and
- (c) the provisions of this Notice may only be revoked or varied with the prior written consent of the Security Agent

3 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Parent) by way of your confirmation that

- (a) you agree to act in accordance with the provisions of this notice,
- (b) you have not received notice that any Customer has assigned or charged its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party,
- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent, and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against any Customer, any right of set-off, counter-claim or other right relating to the Charged Accounts

The provisions of this notice are governed by English law

#### **Schedule**

| <b>Customer</b> | <b>Account Number</b> | <b>Sort Code</b> | <b>Status</b>          |
|-----------------|-----------------------|------------------|------------------------|
| ●               | ●                     | ●                | [Blocked][Not blocked] |



Yours faithfully,

.....  
**Name:**

for and on behalf of

**[Insert name of Obligors' Agent]**

as agent for and on behalf of

all of the Customers

Counter-signed by

.....  
**Name:**

for and on behalf of

**[Insert name of Security Agent]**

**[On acknowledgement copy]**

To: **[Insert name and address of Security Agent]**

Copy to. **[Insert name of "topco" Charging Company]** (on behalf of all the Customers)

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above

.....  
**Name:**

for and on behalf of

**[Insert name of Account Bank]**

Dated                      ●

## SCHEDULE 8

### Form of Security Accession Deed

**THIS SECURITY ACCESSION DEED** is made on ●

#### **BETWEEN:**

- (1) ● (a company incorporated in [●] with registered number ●) (the "**New Charging Company**"),
- (2) ● (a company incorporated in [●] with registered number ●) (the "**Obligors' Agent**") for itself and as agent for and on behalf of each of the existing Charging Companies, and
- (3) ● as security trustee for itself and the other Secured Parties (the "**Security Agent**")

#### **RECITAL:**

This deed is supplemental to a debenture dated ● between, inter alia, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**")

**NOW THIS DEED WITNESSES** as follows.

#### **1. INTERPRETATION**

##### **1 1 Definitions**

Terms defined in the Debenture have the same meaning when used in this deed.

##### **1 2 Construction**

Clause 1 2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

#### **2. ACCESSION OF NEW CHARGING COMPANY**

##### **2.1 Accession**

The New Charging Company agrees to be a Charging Company for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company.

##### **2 2 Covenant to Pay**

The New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment in accordance with and in the manner provided for in the Finance Documents

##### **2 3 Fixed Charges**

The New Charging Company, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights

- (a) by way of first fixed charge

- (i) all Subsidiary Shares and corresponding Distribution Rights (including as specified in schedule 2(Subsidiary Shares)),
- (ii) all Investments (other than the Subsidiary Shares) and corresponding Distribution Rights,
- (iii) all Equipment,
- (iv) all Book Debts,
- (v) all Cash Collateral Accounts (including as specified in schedule 3 (Cash Collateral Accounts (Blocked))),
- (vi) all Intellectual Property (including as specified in schedule 4 (Intellectual Property)),
- (vii) its goodwill and uncalled capital,
- (viii) to the extent not effectively assigned by clause 3 2 (Security Assignment), the Assigned Agreements;
- (ix) to the extent not effectively assigned by clause 3 2 (Security Assignment), the Insurances, and
- (x) to the extent not effectively assigned by clause 3 2 (Security Assignment), the Hedging Agreements

#### **2 4 Security Assignment**

As further security for the payment and discharge of the Secured Obligations, the New Charging Company assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets and, in each case, all Related Rights:

- (a) the Assigned Agreements (including as specified in schedule 4 (Assigned Agreements));
- (b) the Insurances (including as specified of schedule 7(Insurance Policies), and
- (c) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements, the Insurances and the Hedging Agreements to the New Charging Company (or as it shall direct).

#### **2 5 Fixed Security**

Clause 3 1 (Fixed Charges) and clause 3 2 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

#### **2 6 Floating Charge**

As further security for the payment and discharge of the Secured Obligations, the New Charging Company charges with full title guarantee in favour of the Security Agent by way

of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 3 1 (Fixed Charges) or assigned under clause 3 2 (Security Assignment) and, in each case, all Related Rights

**3 INCORPORATION INTO DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed

**4 CONSENT OF EXISTING CHARGING COMPANIES**

The existing Charging Companies agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture

**5 NOTICES**

The New Charging Company confirms that its address details for notices in relation to the Debenture are as follows.

Address ●  
Facsimile ●  
Attention ●

**6 LAW**

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law

**IN WITNESS** whereof this deed has been duly executed and delivered on the date first above written.

**SCHEDULE 1**

**Charging Companies**

**SCHEDULE 2**

**Subsidiary Shares**

**SCHEDULE 3**

**Cash Collateral Accounts (Blocked)**

**Collection Accounts (Not blocked)**

**SCHEDULE 4**

**Intellectual Property**

**SCHEDULE 5**

**Assigned Agreements**

**SCHEDULE 6**

**Insurance Policies**

## SIGNATORIES TO DEED OF ACCESSION

### New Charging Company

Executed as a deed by )  
[*insert name of company in bold and* )  
*upper case*] )  
)

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

### Notice Details

Address

Facsimile  
Attention.

### Obligors' Agent

Signed for and on behalf of [*insert name* )  
*of Obligors' Agent in bold and upper* )  
*case*] )  
) Name.

### The Security Agent

Signed for and on behalf of [*insert* )  
*name of Security Agent in bold and* )  
*upper case*] ) Name  
)

### Notice Details

Address

**SIGNATORIES TO DEBENTURE**

**Parent**

Executed as a deed by )  
--ROME PIKCO LIMITED: )  
 )  
 )

Signature of director

Name of director

*Ben Price*

Signature of witness

Name of witness

*HOLLY ELLIOTT*

Address of witness

Occupation of witness

**Notice Details**

Address: 3 Neal Street, London WC2H 9PU

Facsimile: +44 (0) 20 7379 0858

Attention: Ben Price

**Charging Companies**

Executed as a deed by  
**ROME PIKCO LIMITED.**

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed as a deed by  
**ROME BIDCO LIMITED.**

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

**Notice Details**

Address: 3 Neal Street, London WC2H 9PU

Facsimile: +44 (0) 20 7379 0858  
Attention: Ben Price



Executed as a deed by  
**CAFFE NERO GROUP LIMITED**

)  
)  
)  
)

Signature of director

Name of director

*Ben Price*

Signature of witness

Name of witness

*HOLLY ELLIOTT*

Address of witness

Occupation of witness

#### Notice Details

Address: 3 Neal Street, London WC2H 9PU

Facsimile: +44 (0) 20 7379 0858  
Attention: Ben Price

Executed as a deed by  
**NERO HOLDINGS LIMITED:**

)  
)  
)  
)

Signature of director

Name of director

*BEN PRICE*

Signature of witness

Name of witness

*HOLLY ELLIOTT*

Address of witness

Occupation of witness

#### Notice Details

Address: 3 Neal Street, London WC2H 9PU

Facsimile: +44 (0) 20 7379 0858  
Attention: Ben Price

Executed as a deed by )  
NERO COFFEE ROASTING LIMITED )  
)  
)

Signature of director . . . . .

Name of director *Ben Price*

Signature of witness . . . . .

Name of witness *HOLLY GUNOTT*

Address of witness *2* *5*

Occupation of witness . . . . .

**Notice Details**

Address: 3 Neal Street, London WC2H 9PU

Facsimile: +44 (0) 20 7379 0858

Attention: Ben Price

Executed as a deed by )  
AROMA LIMITED )  
)  
)

Signature of director . . . . .

Name of director *BEN PRICE*

Signature of witness . . . . .

Name of witness *HOLLY GUNOTT*

Address of witness *2* *5*

Occupation of witness . . . . .

**Notice Details**

Address: 3 Neal Street, London WC2H 9PU

Facsimile: +44 (0) 20 7379 0858

Attention: Ben Price

**Security Agent**

Signed for and on behalf of  
**SANTANDER UK PLC**

)  
)  
)  
)

Name *DANIEL NATHAN*

**Notice Details**

Address.            2 Triton Square,  
                          Regents Place,  
                          London NW1 3AN

Facsimile            No communications to be provided by facsimile  
Attention.           Robert Adams and Richard Priaulx.