



Registration of a Charge

Company name: **ABSOLUTELY CATERING LIMITED**

Company number: **06313610**



X872V9Y9

Received for Electronic Filing: **06/06/2019**

Details of Charge

Date of creation: **31/05/2019**

Charge code: **0631 3610 0014**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED ACTING AS SECURITY AGENT AND TRUSTEE FOR THE BENEFICIARIES**

Brief description: **ALL CURRENT AND FUTURE LAND (EXCEPT FOR ANY RESTRICTED LAND AND ANY FLOATING CHARGE PROPERTY) AND INTELLECTUAL PROPERTY (EXCEPT FOR ANY RESTRICTED IP) OWNED BY THE COMPANY, IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEED OF ACCESSION AND CHARGE REGISTERED BY THIS FORM MR01 (THE "DEED OF ACCESSION AND CHARGE"). FOR MORE DETAILS PLEASE REFER TO THE DEED OF ACCESSION AND CHARGE.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **CARL WINDRUP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6313610

Charge code: 0631 3610 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st May 2019 and created by ABSOLUTELY CATERING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th June 2019 .

Given at Companies House, Cardiff on 7th June 2019

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




Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Save for material redacted pursuant to s859G of the
Companies Act 2006, I certify that this is a true and
complete copy of the composite original seen by me

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Name: CARL WOODLEY

Title: Solicitor

Date: 11 APRIL 2011

Deed of Accession and Charge

THIS DEED OF ACCESSION AND CHARGE is made on

31 May 2019

BETWEEN:

- (1) **The Subsidiaries** (as set out in Schedule 4) (each a **"New Chargor"** and together the **"New Chargors"**);
- (2) **Orchestra Holdco Limited** (registered in England and Wales under number 11795699) (the **"Parent"**); and
- (3) **Lucid Trustee Services Limited** (the **"Security Agent"**).

WHEREAS:

- (A) This Deed is supplemental to a Debenture (the **"Principal Deed"**) dated 9 April 2019 between (1) the Parent and Orchestra Bidco Limited and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the **"Beneficiaries"**).
- (B) Each New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed.

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Incorporation:** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

1.2 **Additional Definitions:** In this Deed:

"Excluded Assets" means

- (a) all amounts up to a maximum of £25,000 now and in the future credited to Account number [REDACTED] (sort code 16-23-37) with The Royal Bank of Scotland plc in the name of Absolutely Catering Limited; and
- (b) the shares held by Concerto Group Limited in Full Circle Performance and Production Limited, a private limited company incorporated in England and Wales with registered number 07267979.

"Floating Charge Property" means:

- (a) any leasehold property owned by a New Chargor which is held under a rack rent lease or a lease, the remaining term of which is less than 25 years from the date of this Deed or, if later, the date on which such leasehold property was acquired by the Group; and
- (b) any freehold property with a market value of less than £3,000,000.

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs

(including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"Material Intellectual Property" means:

- (a) the Specified Intellectual Property (if any); and
- (b) any other Intellectual Property which is necessary to the carrying out of the New Chargor's business.

"Restricted IP" means any Intellectual Property owned by or licensed to any New Chargor which, in each case, precludes either absolutely or conditionally such New Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(b) (*Third Party Consents*) of the Principal Deed.

"Restricted Land" means any leasehold property held by any New Chargor under a lease which precludes either absolutely or conditionally such New Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(a) (*Third Party Consents*) of the Principal Deed.

"Structural Intra-Group Loan" means the loan by the Company as lender to CH & Co Catering Group (Holdings) Limited as borrower.

"Specified Intellectual Property" means those set out in Schedule 3 to this Deed of Accession.

2. ACCESSION BY THE NEW CHARGORS TO THE PRINCIPAL DEED

2.1 **Accession:** Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor.

2.2 **Covenant to pay:** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Sums when due and payable at the times and in the manner provided in the relevant Finance Documents.

2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to each New Chargor's accession.

3. ASSIGNMENTS

3.1 **Security assignments:** Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns and agrees to assign absolutely

(subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries):

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies; and
- (b) all of its rights, title and interest from time to time in respect of any Structural Intra-Group Loans,

save that, subject to the terms of any other Finance Document and prior to the Security constituted by this Deed becoming enforceable, all rights and remedies, any discretions or judgements, the giving of any waivers or consents and any entitlement to proceeds and claims arising under such Insurance Policies and Structural Intra-Group Loans shall be exercised by and at the sole discretion of the relevant New Chargor.

4. FIXED SECURITY

4.1 **Fixed Security:** Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges in favour of the Security Agent (as trustee for the Beneficiaries):

- (a) by way of legal mortgage, all Land (other than Floating Charge Property) in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Deed, in each case as described in Schedule 1 (*Registered Land to be Mortgaged*);
- (b) by way of fixed charge:
 - (i) with the exception of any Restricted Land and any Floating Charge Property, all other Land which is now, or in the future becomes, its property;
 - (ii) all Land (other than, for the avoidance of doubt, any Floating Charge Property) which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained;
 - (iii) all other interests and rights in or relating to Land or in the proceeds of sale of Land now or in the future belonging to it (other than in relation to any Floating Charge Property);
 - (iv) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4.1;
 - (v) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (vi) all Specified Investments which are on the date of this Deed its property, including all proceeds of sale derived from them;

- (vii) all Specified Investments in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
- (viii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
- (ix) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
- (x) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Deed;
- (xi) all its goodwill and uncalled capital for the time being;
- (xii) all Specified Intellectual Property belonging to it;
- (xiii) with the exception of any Restricted IP, all other Material Intellectual Property presently belonging to it, including any such Material Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiv) with the exception of any Restricted IP, all Material Intellectual Property that may be acquired by or belong to it in the future, including any such Material Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xv) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Material Intellectual Property in any part of the world;
- (xvi) all Material Intellectual Property (including any Material Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Material Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Material Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained;
- (xvii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b)(xii) to (xvii) inclusive of this Clause 4.1;
- (xix) all trade debts now or in the future owing to it;

- (xx) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
 - (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (*Assignments*);
 - (xxii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
 - (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture; and
 - (xxiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them,
- but the Excluded Assets shall not be subject to any fixed charge under this clause 4.1 (*Fixed Security*).

5. CREATION OF FLOATING CHARGE

5.1 Creation of floating charge: Each New Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3.1 (*Security Assignments*) or charged by any fixed charge contained in Clause 4.1 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed; and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that such New Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Principal Deed with respect to any such Floating Charge Asset, except in each case as permitted by Clause 26.15 (*Negative Pledge*) of the Facilities Agreement, and such New Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except as permitted by Clause 26.16 (*Disposals*) of the Facilities Agreement).

5.2 The parties agree (without limitation to the ²general nature of the New Chargor's accession to the Principal Deed contained in Clause ~~Error! Reference source not found.~~) that the ^{Hogan Lovells} crystallisation provisions contained in Clause ~~Error! Reference source not found.~~ of the ^{authorised} Principal Deed shall equally apply to the floating charge contained in this Deed as if set ^{on behalf} out in full in this Deed. ^{of Parties.}

6. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Except as otherwise permitted under any Finance Documents or with the prior written consent of the Security Agent:

- (a) no New Chargor shall create or permit to subsist any Security over any of its Assets;
- (b) no New Chargor shall sell, transfer or otherwise dispose of any of its Receivables; and
- (c) no New Chargor shall:
 - (i) sell, transfer or otherwise dispose of any of its Assets on terms whereby they are or may be leased to or re-acquired by an Obligor;
 - (ii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (iii) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction would be in breach of the Facilities Agreement.

7. RIGHT OF APPROPRIATION

7.1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

7.2 The Security Agent may, on or at any time after a Declared Default, by notice in writing to a New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.

7.3 The value of any Financial Collateral appropriated under Clause 7.2 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent;

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

7.4 The Security Agent will account to the relevant New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and such New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums.

- 7.5 The New Chargors agree that the method of valuing such Financial Collateral under Clause 7.3 is commercially reasonable.

8. APPLICATION TO THE LAND REGISTRY

The New Chargors:

- (a) in relation to each register of title of any present and future Land (other than any Floating Charge Property) of each New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry:
 - (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed;
 - (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed;
 - (iii) a form RX1 (*application to register a restriction*) in the following 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 [date] in favour of [Chargee] referred to on the charges register or their conveyancer."; and
 - (iv) a form CH2 (*application to enter an obligation to make further advances*); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed.

For the avoidance of doubt, the provisions of this Clause 8 shall apply only to the Floating Charge Property once the floating charge created by the relevant Chargors which own such assets has crystallised pursuant to clause 4 (*Crystallisation*) of the Principal Deed.

9. POWER OF ATTORNEY

- 9.1 **Appointment of attorney:** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and any Receiver separately to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to:

- (a) do anything which such New Chargor is obliged to do (but has not done within 5 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;
- (b) following the occurrence of a Declared Default, enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by

this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

- (c) **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.
- (d) **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from the New Chargors under Clause 21 (*Costs and Expenses*) and Clause 22 (*Other Indemnities*) of the Intercreditor Agreement.

10. NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause ³² ~~Error! Reference source not found.~~ (Notices) of the Principal Deed. Each New Chargor's address for service is set out in Schedule 2 (*Notice Details*). Hogan Lovells authorised on behalf of all Parties.

11. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

12. GOVERNING LAW

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

13. ENFORCEMENT

13.1 Jurisdiction:

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or any non-contractual obligation arising out of or in connection with this Debenture) (a "Dispute").
- (b) The Parties 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.
- (c) Notwithstanding paragraph (a) above, no Beneficiary shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Beneficiaries may take concurrent proceedings in any number of jurisdictions.

14. FINANCE DOCUMENT

This Deed is a Finance Document.

THIS DEED OF ACCESSION AND CHARGE has been executed by each New Chargor and the Parent as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

Schedule 1

Registered land to be mortgaged

None at the date of this Deed.

Unregistered land subject to first registration upon the execution of this Deed

None at the date of this Deed.

Schedule 2
Notice Details

Company	Address
CH & Co Catering Group (Holdings) Limited	550 Thames Valley Park, Reading, Berkshire
CH & Co Catering Group Limited	550 Thames Valley Park, Reading, Berkshire
CH & Co Catering Limited	550 Thames Valley Park, Reading, Berkshire
HCMGH Limited	550 Thames Valley Park, Reading, Berkshire
Host Management Ltd	550 Thames Valley Park, Reading, Berkshire
Ensemble Combined Services Limited	550 Thames Valley Park, Reading, Berkshire
Juice for Life Ltd	550 Thames Valley Park, Reading, Berkshire
Catermasters Contract Catering (Holding) Company Limited	550 Thames Valley Park, Reading, Berkshire
Catermasters Contract Catering Limited	550 Thames Valley Park, Reading, Berkshire
Bite Catering Limited	550 Thames Valley Park, Reading, Berkshire
The Brookwood Partnership Limited	550 Thames Valley Park, Reading, Berkshire
Absolutely Catering Limited	550 Thames Valley Park, Reading, Berkshire
Harbour & Jones Limited	550 Thames Valley Park, Reading, Berkshire
Upfront Reception Services Limited	550 Thames Valley Park, Reading, Berkshire
Principal Catering Consultants Limited	550 Thames Valley Park, Reading, Berkshire
Concerto Group Holdings Limited	550 Thames Valley Park, Reading, Berkshire
Concerto Group Limited	550 Thames Valley Park, Reading, Berkshire
Concerto Events Limited	550 Thames Valley Park, Reading, Berkshire
Create Food Limited	550 Thames Valley Park, Reading, Berkshire

Schedule 3
Specified Intellectual Property

Trade mark	Registration number	Registered Proprietor	Classes	Registration status
CONCERTO GROUP (series of 2)	UK3266526	Concerto Group Limited	35, 41, 43	Registered
OUR TABLE (figurative)	UK3288531	Concerto Group Limited	35, 41, 42, 43	Registered
OUR TABLE (series of 2)	UK3288624	Concerto Group Limited	35, 41, 42, 43	Registered
VENUESEEKER (series of 2)	UK3308103	Concerto Group Limited	41, 43	Registered
CREATE FOOD (series of 2)	UK3268567	Create Food Limited	29, 35, 41, 42, 43	Registered
CH & CO GROUP (figurative)	UK3163119	CH & Co Group Catering Limited	43	Registered
Absolutely! CATERING (figurative)	UK3210177	CH & Co Catering Group Limited	43	Registered
BROOKWOOD (figurative)	UK3210179	CH&Co Catering Group Limited	43	Registered
CH & CO (figurative, series of 6)	UK2550069	CH&Co Catering Limited	43	Registered
CH & CO (figurative)	UK3310126	CH&Co Catering Limited	41, 43	Registered
IT'STHEAGENCY* (figurative, series of 2)	UK2549946	CH&Co Catering Limited	41, 43	Registered
WELL BEING BEING WELL (series of 2)	UK2473376	CH&Co Catering Limited	29, 30, 32, 41	Registered
VIA360	UK3135055	CH&Co Catering Limited	41, 43	Registered
VIA360 (figurative)	UK3135059	CH&Co Catering Limited	41, 43	Registered
AMPER&AND (figurative, series of 2)	UK2550066	CH&Co Catering Limited	43	Registered
CHARLTON HOUSE (figurative, series of 2)	UK2550060	CH&Co Catering Limited	43	Registered
CHESTER BOYD	UK2550059	CH&Co Catering Limited	43	Registered

Trade mark	Registration number	Registered Proprietor	Classes	Registration status
LUSSO (figurative)	UK3135061	CH&Co Catering Limited	43	Registered
LUSSO	UK2550070	CH&Co Catering Limited	35, 42, 43	Registered
ITA* (figurative)	UK3135062	CH&Co Catering Limited	41, 43	Registered
ITA*	UK3135056	CH&Co Catering Limited	41, 43	Registered
PeopleCentral @ CH&Co	UK3311927	CH&Co Catering Limited	35, 43	Registered
CONSERVATION COFFEE CO PAWS FOR A MOMENT (figurative, series of 2)	UK3254648	CH&Co Catering Limited	30, 43	Registered
THE URBAN DOG QUALITY SUSTAINABLE MEAT (figurative, series of 2)	UK3017216	CH&Co Catering Limited	29, 35, 43	Registered
UGLY FISH FRIDAY (figurative)	UK2645212	CH&Co Catering Limited	35, 42, 43	Registered
UGLY FISH FRIDAY	UK3015305	CH&Co Catering Limited	35, 42, 43	Registered
OJ'S (figurative)	UK2444440	Host Management Limited	32, 33	Registered
Host (figurative)	UK2558063	Host Management Limited	43	Registered
GROUND	UK3024187	Host Management Limited	30, 43	Registered
GROUND (figurative, series of 2)	UK3024188	Host Management Limited	30, 43	Registered
OJ's JUICE FOR LIFE	UK2041925	Juice for Life Ltd	43	Registered
THE BROOKWOOD PARTNERSHIP LIMITED PLANET MATTERS (figurative)	UK2481899	The Brookwood Partnership Ltd	16, 43	Registered
FINN (figurative)	UK3110934	The Brookwood Partnership Ltd	41, 43	Registered
Fisherman Finn (word)	UK3110938	The Brookwood	41, 43	Registered

Trade mark	Registration number	Registered Proprietor	Classes	Registration status
		Partnership Ltd		
EATING FOR LIFE (figurative)	UK3110941	The Brookwood Partnership Ltd	41, 43	Registered
Eating For Life	UK3110942	The Brookwood Partnership Ltd	41, 43	Registered
Veggietastic	UK3110945	The Brookwood Partnership Ltd	41, 43	Registered
Professor Juice	UK3110946	The Brookwood Partnership Ltd	32, 41, 43	Registered
Fruity Fitness	UK3110947	The Brookwood Partnership Ltd	32, 41, 43	Registered
Beat The Beet	UK3110949	The Brookwood Partnership Ltd	32, 41, 43	Registered
Beat The Sugar Beet	UK3110953	The Brookwood Partnership Ltd	32, 41, 43	Registered
Captain Wasteless	UK3111413	The Brookwood Partnership Ltd	41, 43	Registered
CAPTAIN WASTELESS (figurative)	UK3123141	The Brookwood Partnership Ltd	41, 43	Registered
CAPTAIN WASTELESS ABC (figurative)	UK3123146	The Brookwood Partnership Ltd	41, 43	Registered
CAPTAIN WASTELESS BROOKWOOD (figurative)	UK3128868	The Brookwood Partnership Ltd	41, 43	Registered
Catermasters (figurative)	UK3111274	Catermasters Contract Catering Limited	29, 30, 32, 33, 35, 43	Registered
CATERMASTERS (series of 3)	UK3111277	Catermasters Contract Catering Limited	29, 30, 32, 33, 35, 43	Registered

Schedule 4

The New Chargers

Name	Jurisdiction of incorporation	Registered number
CH & Co Catering Group (Holdings) Limited	England and Wales	09504990
CH & Co Catering Group Limited	England and Wales	09505062
CH & Co Catering Limited	England and Wales	02613820
HCMGH Limited	England and Wales	09005752
Host Management Ltd	England and Wales	04759938
Ensemble Combined Services Limited	England and Wales	07459986
Juice for Life Ltd	England and Wales	05402911
Catermasters Contract Catering (Holding) Company Limited	England and Wales	08092736
Catermasters Contract Catering Limited	England and Wales	03820136
Bite Catering Limited	England and Wales	05097580
The Brookwood Partnership Limited	England and Wales	03271727
Absolutely Catering Limited	England and Wales	06313610
Harbour & Jones Limited	England and Wales	05016914
Upfront Reception Services Limited	England and Wales	09156540
Principal Catering Consultants Limited	England and Wales	02419830
Concerto Group Holdings Limited	England and Wales	06459580
Concerto Group Limited	England and Wales	02063425
Concerto Events Limited	England and Wales	02316740

Create Food Limited	England and Wales	02857354
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Execution page to Deed of Accession

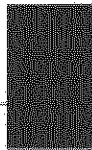
EXECUTION

THE PARENT

Executed and delivered as a
Deed by
ORCHESTRA HOLDCO LIMITED
(pursuant to a resolution of its Board
of Directors) acting by:



in the presence of:



Signature of witness:

Name of witness:

Address of witness:

Taggio Price

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Solicitor

THE NEW CHARGORS

Executed and delivered as a)
Deed by)
CH & CO CATERING GROUP (HOLDINGS))
LIMITED (pursuant to a resolution of its Board) Director
of Directors) acting by:

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Taggio Price

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Solicitor

Executed and delivered as a
Deed by **CH & CO CATERING GROUP LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)
)
Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Taggio Price

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

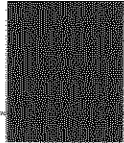
Solicitor

Executed and delivered as a
Deed by
CH & Co CATERING LIMITED
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
) 
Director

in the presence of:

Signature of witness:



Name of witness:

Address of witness:

Taggio Price

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

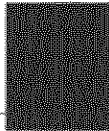
Solicitor

Executed and delivered as a
Deed by
HCMGH LIMITED
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
) Director

in the presence of:

Signature of witness:



Name of witness:

Address of witness:

Taggio Price

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Solicitor

Executed and delivered as a
Deed by
HOST MANAGEMENT LTD
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
) Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Taggio Price

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

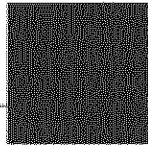
Solicitor

Executed and delivered as a
Deed by
ENSEMBLE COMBINED SERVICES LIMITED
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
) 
Director

in the presence of:

Signature of witness:



Name of witness:

Address of witness:

Taggia Price

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Solicitor

Executed and delivered as a
Deed by
JUICE FOR LIFE LTD
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)
Director

In the presence of:

Signature of witness:

Name of witness:

Address of witness:

Taggio Price

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Solicitor

Executed and delivered as a
Deed by
CATERMASTERS CONTRACT CATERING
(HOLDING) COMPANY LIMITED
(pursuant to a resolution of its Board
of Directors) acting by:

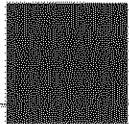
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Director

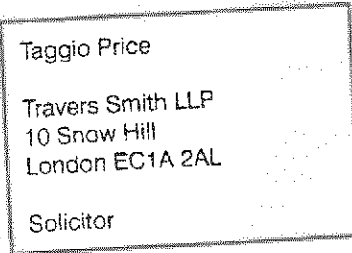
in the presence of:

Signature of witness:



Name of witness:

Address of witness:

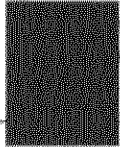


Executed and delivered as a)
Deed by)
CATERMASTERS CONTRACT CATERING LIMITED)
(pursuant to a resolution of its Board)
of Directors) acting by:


Director

in the presence of:

Signature of witness:



Name of witness:

Address of witness:

Taggio Price

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Solicitor

Executed and delivered as a
Deed by **BITE CATERING LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)
Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Tagglo Price

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

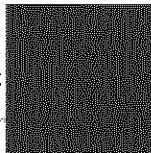
Solicitor

Executed and delivered as a)
Deed by)
THE BROOKWOOD PARTNERSHIP LIMITED)
(pursuant to a resolution of its Board)
of Directors) acting by:



Director

in the presence of:



Signature of witness:

Name of witness:

Address of witness:

Taggio Price

Travers Smith LLP

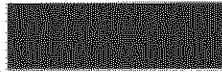
10 Snow Hill

London EC1A 2AL

Solicitor

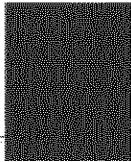
Executed and delivered as a
Deed by
ABSOLUTELY CATERING LIMITED
(pursuant to a resolution of its Board
of Directors) acting by:

)
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)
)



Director

in the presence of:



Signature of witness:

Name of witness:

Address of witness:

Taggio Price

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Solicitor

Executed and delivered as a
Deed by
HARBOUR & JONES LIMITED
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
) Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

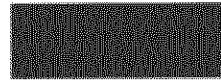
Taggio Price

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Solicitor

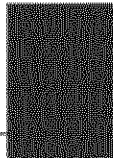
Executed and delivered as a
Deed by
UPFRONT RECEPTION SERVICES LIMITED
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)



Director

in the presence of:



Signature of witness:

Name of witness:

Address of witness:

Taggio Price

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Solicitor

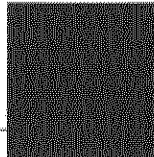
Executed and delivered as a
Deed by
PRINCIPAL CATERING CONSULTANTS LIMITED
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)



Director

in the presence of:



Signature of witness:

Name of witness:

Address of witness:

Taggio Price
Travers Smith LLP
10 Snow Hill
London EC1A 2AL
Solicitor

Signature of witness:

Name of witness:

Address of witness:

)
)
)
) Director

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Solicitor

Executed and delivered as a
Deed by
CONCERTO GROUP LIMITED
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)
Director

In the presence of:

Signature of witness:

Name of witness:

Address of witness:

Taggio Price

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Solicitor

Executed and delivered as a
Deed by **CONCERTO EVENTS LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)

Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Taggio Price

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Solicitor

Executed and delivered as a
Deed by
CREATE FOOD LIMITED
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
) Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

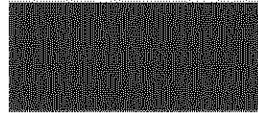
Taggio Price

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Solicitor

THE SECURITY AGENT

Signed by)
for and on behalf of LUCID TRUSTEE)
SERVICES LIMITED)



Kate Russell
Authorised Signatory

Authorised Signatory

Address: 6th Floor, No. 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG

Fax: + 44 2030024691

Attention: Lucid Agency and Trustee Services Limited (deals@lucid-ats.com)