

MR01

Particulars of a charge

196095 / 13

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

☒ **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 M

For further information, please
refer to our guidance at
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 scanned and placed on the public record



A06 28/05/2014 #383
COMPANIES HOUSE

WEDNESDAY

1 Company details

Company number 0 7 0 6 2 0 2 2

Company name in full GAUCHO NOMCO NO 2 LIMITED

For official use
④
→ **Filing 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 d 1 d 6 m 0 m 5 y 2 y 0 y 1 y 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 LLOYDS BANK 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

MR01

Particulars of a charge

4

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

MR01

Particulars of a charge

8

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 *Asheurst 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 HGOW/SKLIRH/LLO02 00190/35570787

Company name Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 7062022

Charge code: 0706 2022 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th May 2014 and created by GAUCHO NOMCO NO.2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th May 2014.

IX

Given at Companies House, Cardiff on 2nd June 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

ashurst

Debenture

EXECUTION VERSION

Certified as a true copy of the original instrument executed by Gaucho Nomco No.2 Limited save for the material redacted pursuant to section 859G of the Companies Act 2006, together with a copy signature page of the person entitled to the charge.

Ashurst LLP

The Parent and the other companies listed in schedule 1

27/05/14

and

Lloyds Bank PLC
as Security Agent

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

16 May 2014

CONTENTS

CLAUSE	PAGE	
1	DEFINITIONS AND INTERPRETATION	1
2	COVENANT TO PAY	5
3	CHARGING CLAUSE	5
4	FURTHER ASSURANCE	8
5	REPRESENTATIONS AND WARRANTIES	9
6	UNDERTAKINGS - GENERAL	9
7	REAL PROPERTY	10
8	INVESTMENTS	12
9.	EQUIPMENT	13
10.	BOOK DEBTS.....	13
11	BANK ACCOUNTS	14
12.	INTELLECTUAL PROPERTY	14
13	HEDGING AGREEMENTS	14
14	INSURANCES....	15
15	ATTORNEY	16
16	ENFORCEMENT	16
17.	EXTENSION AND VARIATION OF STATUTORY POWERS	17
18.	STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER	18
19.	PROTECTION OF THIRD PARTIES	19
20	PROTECTION OF SECURITY AGENT AND RECEIVER	20
21	APPLICATION OF ENFORCEMENT PROCEEDS	20
22.	PROTECTION OF SECURITY	21
23.	SET-OFF	22
24.	CHANGES TO PARTIES	23
25.	CURRENCY	23
26.	MISCELLANEOUS	23
27	GOVERNING LAW AND JURISDICTION	24
SCHEDULE 1		25
Charging Companies		25
SCHEDULE 2		26
Real Property		26
SCHEDULE 3		27
Subsidiary Shares		27
SCHEDULE 4		28
Part 1		28
Cash Collateral Accounts (Blocked)		28
Part 2		28
Collection Accounts (Not blocked)		28
SCHEDULE 5		29
Intellectual Property		30
SCHEDULE 6		31
Insurance Policies ..		31
SCHEDULE 7		32
Part 1		32
Form of notice to counterparties of Hedging Agreements		32
Part 2		34
Form of notice to insurers		34
SCHEDULE 8		36
Form of notice to Account Banks.....		36
SCHEDULE 9		39
Form of Security Accession Deed		39

THIS DEED is made on 16 May 2014

BETWEEN:

- (1) **GAUCHO HOLDINGS LIMITED** (a company incorporated in England and Wales with registered number 6451551) (the "**Parent**"),
- (2) **THE COMPANIES** listed in schedule 1 (Charging Companies), and
- (3) **LLOYDS BANK 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 5 (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 the accounts (if any) listed in part 1 of schedule 4 (Cash Collateral Accounts (Blocked)) or in any Security Accession Deed, and any other Bank Account which is a Mandatory Prepayment Account or 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 4 (Collection Accounts (Not Blocked)) or in any Security Accession Deed, and any other Bank Account which is a Holding Account 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,

"Default Basis" means the rate at which interest is payable and the basis for determining payments due, as provided for in clause 12.3 (Default Interest) of the Senior Facilities 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,

"Event of Default" means an Event of Default under the Senior Facilities Agreement,

"Existing Debenture" means the debenture made between, amongst others, Gaucho Holdings Limited as Parent and Lloyds TSB Bank plc as the Security Trustee and dated 17 December 2007,

"Finance Documents" means the Finance Documents as defined in the Senior Facilities Agreement (including any Hedging Agreements),

"Finance Parties" means the Finance Parties as defined in the Senior Facilities Agreement (including any Hedge Counterparty),

"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,

"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 schedule 1 (Insurance Policies) or 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,

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets including the intellectual property rights (if any) listed in schedule 1 (Intellectual Property) or in any Security Accession Deed;

"Intra-Group Loans" means the loans (if any) listed 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),

"Land" has the same meaning as it has in section 205(1) of the Law of Property Act 1925 and shall include Real Property,

"Lenders" means the Lenders as defined in the Senior Facilities Agreement,

6
Ashurst
LLP

"Non Trading Debts" means all debts and monies due or payable to a Chargor except for Book Debts and those referred to in clause 3 1(b)(v),

"Obligors" means the Obligors as defined in the Senior Facilities Agreement,

"Obligors' Agent" means the Obligors' Agent as defined in the Senior Facilities Agreement,

"Occupational Lease" means any occupational lease or licence or other right of occupation to which the Land may be subject from time to time,

"Real Property" means all freehold and leasehold property located in England and Wales excluding any leasehold property with a term of less than 25 years (or which has less than 25 years left to run) and the buildings and fixtures (including trade fixtures) on that property from time to time including the property (if any) listed in schedule 2 (Real Property) and in any Security Accession Deed,

"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 present and future liabilities and obligations at any time due, owing or incurred by any Obligor to any Secured Party under any Finance Document, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity 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 and taking into account the operation of clause 21.11 (Guarantee Limitations) of the Senior Facilities Agreement,

"Secured Parties" means the Finance Parties (including any Hedge Counterparty and any person who accedes to the Senior Facilities Agreement as a Finance Party) and any Receiver or Delegate, but, in the case of each Finance Party, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement in the appropriate capacity, pursuant to clause 17.1 (Assignments and Transfers of Finance Parties and Investors),

"Security Accession Deed" means a deed executed by a member of the Group substantially in the form set out in schedule 10 (Form of Security Accession Deed);

"Senior Facilities Agreement" means the facilities agreement made between the Parent, Gaucho Acquisitions Limited, Gioma (UK) Limited, Lloyds Bank plc as agent, Lloyds Bank plc as security agent and Lloyds Bank plc and The Royal Bank of Scotland plc as original lenders dated 14 December 2007 and amended and restated on or about the date of this deed, and

"Subsidiary Shares" means all shares owned by a Charging Company in its Subsidiaries including the shares (if any) listed in schedule 3 (Subsidiary Shares) or in any relevant

Security Accession Deed but excluding all shares owned by a Charging Company in Gaucho Lebanon SARL

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 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 apply equally to the construction of this deed, except that references to the Senior Facilities 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) "**including**" means including without limitation and "**includes**" and "**included**" shall be construed accordingly,
 - (vi) "**losses**" includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and "**loss**" shall be construed accordingly,
 - (vii) a "**Finance Document**" or any other agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended, restated or replaced, and
 - (viii) 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) Section, clause and schedule heading are for ease of reference only.
- (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) Any Receiver or Delegate will have the right to enforce the provisions of this deed which are given in its favour however the consent of a Receiver or 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

1 4 Inconsistency

Any action expressly permitted under the Senior Facilities Agreement shall be permitted notwithstanding any term of this deed

1 5 Existing Debenture

- (a) Clauses 9.2.4, 9.3.1 and 9.3.2 of the Existing Debenture shall be disapplied
- (b) Notwithstanding clause 9.2 of the Existing Debenture the Charging Companies shall be permitted to.
 - (i) suffer or permit any variation or addition to any Occupational Lease and to waive or release any term of any such Occupational Lease,
 - (ii) vary or assign any Occupational Lease, and
 - (iii) carry out such actions as are prohibited by clauses 9.2.5, 9.2.6 or 9.2.7 of the Existing Debenture in connection with the opening of or development of the Group's restaurants.

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 the terms of 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 legal mortgage, all Real Property; and
- (b) by way of first fixed charge
 - (i) all other interests (not effectively charged under clause 3.1(a)) in any Real Property,
 - (ii) all Subsidiary Shares and corresponding Distribution Rights,
 - (iii) all Investments (other than Subsidiary Shares) and corresponding Distribution Rights;
 - (iv) all Equipment,
 - (v) all Cash Collateral Accounts,
 - (vi) all Intellectual Property,
 - (vii) its goodwill and uncalled capital,
 - (viii) all Non Trading Debts,

- (ix) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Assigned Agreements,
- (x) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Insurances, and
- (xi) 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,

save that the exercise of all rights and remedies in connection with any such Assigned Agreements, Insurance and Hedging Agreements, the exercise of any discretions or judgments, the giving of any waivers or consents and any entitlement to all proceeds and claims arising therefore shall, in the absence of a Declared Default, be exercised at the sole discretion of the Charging Company in a manner which is consistent with the Finance Documents, and 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, excluding all shares owned by a Charging Company in Gaucho Lebanon SARL, 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, 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 necessary 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) if the Security Agent receives notice of an intention to appoint an Administrator of any Charging Company,
- (b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, Administrator or Receiver in respect of any Charging Company over all or any part of its assets, or if such person is appointed,
- (c) any Charging Company creates (or purports to create) any Security in breach of clause 6.2 (Negative Pledge) over any Floating Charge Asset; or
- (d) 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 Leases 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 leasehold property held by a Charging Company under a lease (or contract for a lease) which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge over its leasehold interest in that property (each an "**Excluded Property**") until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Property, each relevant Charging Company undertakes, to the extent the same is not likely to interfere unreasonably with the operation of its business or have an adverse effect on its commercial reputation, to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed (or, as the case may be, the date of the acquisition of the relevant Excluded Property) and, in respect of each Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain that 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 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 as soon as reasonably practicable execute a valid legal mortgage in such form as the Security Agent shall reasonably require

- (d) Paragraphs (b) and (c) above shall not apply to any Excluded Property in respect of which a Charging Company has previously requested or obtained a waiver or consent pursuant to clause 3.17.2 of the Existing Debenture

3.8 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 the extent the same is not likely to interfere unreasonably with the operation of its business or have an adverse effect on its commercial reputation, to apply for the relevant consent or waiver of prohibition or condition within fourteen 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 reasonably practicable 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 as soon as reasonably practicable execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require.

4 FURTHER ASSURANCE

- (a) Subject to the Agreed Security Principles, 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 but excluding any mortgage in respect of the Real Property listed at schedule 2 in respect of which a mortgage has already been taken pursuant to the Existing Debenture) 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) following the occurrence of a Declared Default to facilitate the realisation of the assets which are, or are intended to be, the subject of the security created by this deed
- (b) Subject to the Agreed Security Principles, each Charging Company shall take all such action as is available to it (including the giving of any notice, order or direction and 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 provided that any document required to be created under this clause 4 shall contain provisions corresponding to and shall be on terms no more onerous than the Senior Facilities Agreement and 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 (Real Property) to clause 5.4 (Insurances) (inclusive) on the date of this deed on each day on which a Repeating Representation (under the Senior Facilities Agreement) is repeated or deemed to be repeated.

5.2 Real Property

Schedule 2 (Real Property) identifies all Real Property (other than in respect of any rack rent leases) situated in England and Wales which is beneficially owned by it as at the date of this deed

5.3 Subsidiary Shares

- (a) It is the legal and beneficial owner of the Subsidiary Shares identified against its name in schedule 3 (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).
- (b) All of the Subsidiary Shares are fully paid.

5.4 Insurances

- (a) It is the legal and beneficial owner of each Insurance to which it is a party.
- (b) All premiums and other monies payable in respect of each Insurance have been duly and promptly paid in full.
- (c) Each Insurance is in full force and effect.
- (d) It has not made any false declaration or misstatement in support of obtaining any of the Insurances.
- (e) It has disclosed to the insurers of each Insurance all material facts.

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 shall (and the Parent shall ensure that no other member of the Group will) create or permit to subsist any Security over all or any part of the Charged Property except as permitted by and in accordance with the Senior Facilities 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 or with the prior consent of the Security Agent

6.4 Preservation of Charged Property

- (a) Each Charging Company will observe and perform all covenants and stipulations from time to time affecting the Charged Property
- (b) No Charging Company may vary any its leasehold 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.

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, subject to the rights of any prior encumbrancer and excluding any document delivered to any prior encumbrancer, as promptly as reasonably practicable following request deliver to the Security Agent all title documents relating to the Subsidiary Shares and Real Property charged under this deed 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 (acting reasonably) within 10 Business 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 remedy that non-compliance

7 REAL PROPERTY

7.1 Maintenance

Each Charging Company will keep in good and substantial repair all of the Real Property in which it has an interest necessary to the conduct of its business (fair wear and tear excepted) to the extent a prudent owner of a similar business would do so.

7.2 Inspection

Each Charging Company will permit the Security Agent and any person nominated by the Security Agent to enter into any Real Property which is part of the Charged Property in which it has an interest at all reasonable times during business hours and on not less than 24 hours' notice to view the state and condition of that Real Property and will remedy any material defect or want of repair forthwith after service by the Security Agent of notice of the defect or want of repair

7.3 Real Property Acquisitions

Each Charging Company will promptly notify the Security Agent if it acquires, or enters any agreement to acquire, any interest in Real Property for an aggregate consideration of (or which Interest in Real Property has an aggregate value of) more than £250,000 (in each case determined on the basis of each individual acquisition or a related series of acquisitions)

7.4 Leases

Each Charging Company shall:

- (a) comply in all material respects with all covenants and conditions applicable to it (whether as lessor, lessee or in any other capacity) contained in any lease, licence or other document relevant to its interest in any Real Property,
- (b) not accept any surrender of any lease of Real Property in respect of which it is the lessor, except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent, and
- (c) give immediate notice to the Security Agent if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease of any Real Property

7.5 Perfection of Real Property Security

- (a) Subject to the rights of any prior mortgagee and excluding any document delivered to any prior mortgagee, each Charging Company will, promptly following execution of this deed 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 unregistered 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 and charged by way of legal mortgage under this deed, each Charging Company hereby irrevocably consents to the Security Agent 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 Lloyds Bank PLC (as trustee for the Secured Parties referred to in that debenture) referred to in the charges register."

No such title restriction shall be required to be entered on the Register of Title of any Real Property in respect of which an equivalent restriction has already been entered pursuant to the Existing Debenture.

- (c) Subject to the terms of the Senior Facilities Agreement, the Lenders 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 and charged by way of legal mortgage under this deed, the Security Agent may apply 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.

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, 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 would adversely affect the validity or enforceability of this deed or cause an Event of Default to occur.
- (b) On and after the occurrence of a Declared Default
 - (i) 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, and
 - (ii) the Security Agent may (in its sole discretion) directly or indirectly (by instruction to the relevant legal owner of the relevant Investments) exercise, refrain from exercising or disclaim any right to exercise any voting or other rights and powers attaching to the Investments. Any such disclaimer will confer on the relevant Charging Company the authority to direct the exercise of the disclaimed right, as if a Declared Default had not occurred, in accordance with paragraph (a)(ii) above.
- (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

Subject to the rights of any prior mortgagee and the Agreed Security Principles and excluding any document delivered to any prior mortgagee, each Charging Company will as soon as reasonably practicable upon the execution of this deed or (if later) promptly upon 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 to complete, under its power of attorney given by clause 15 (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

Subject to the rights of any prior mortgagee, 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. EQUIPMENT

9.1 Maintenance

Each Charging Company will keep all Equipment in which it has an interest comprised in the Charged Property and necessary to the conduct of its business in good and substantial repair (fair wear and tear excepted) and in good working order to the extent a prudent owner of a similar business would do so

10. BOOK DEBTS

10.1 Collection of Book Debts

Each Charging Company will collect all Book Debts due to it and pay the proceeds into a Collection Account forthwith on receipt

11. BANK ACCOUNTS

11.1 Withdrawals

- (a) Following the occurrence of a Declared Default, no Charging Company may withdraw all or any monies from time to time standing to the credit of a Collection Account except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent
- (b) 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 or with the prior consent of the Security Agent.

11.2 Perfection of Bank Account Security

- (a) Other than in the circumstances described in paragraph (b) below, 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
 - (i) give notice (substantially in the form set out in schedule 9 (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 to the Security Agent of the delivery of that notice, and
 - (ii) 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.
- (b) Where the Security Agent is an Account Bank in relation to any Collection Account or Cash Collateral Account in existence at the time of creation of security over it by this deed, the execution of this deed by the Security Agent will be treated as acknowledgement by the Security Agent (in its capacity as Account Bank) of notice of the security created by this deed and its confirmation of the matters set out in schedule 9 (Form of notice to Account Banks)

12. INTELLECTUAL PROPERTY

12.1 Perfection of Intellectual Property Security

Subject to the Agreed Security Principles, 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 reasonable 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.

13. HEDGING AGREEMENTS AND ASSIGNED AGREEMENTS

13.1 Performance and Maintenance of Agreements

Each Charging Company will.

- (a) duly perform all its obligations under the Hedging Agreements and Assigned Agreements, and
- (b) 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 as permitted by the Intercreditor Agreement or with the prior consent of the Security Agent.

13 2 Perfection of Agreements Security

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)

- (a) give notice (substantially in the form set out in part 1 of schedule 5 (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
- (b) 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

Where a party to this deed is a counterparty to a Hedging Agreement 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 Hedging Agreement) of notice of the security created by this deed and its confirmation of the matters set out in part 1 of schedule 5 (Forms of notice to counterparties of Assigned Agreements/Hedging Agreements)

14 INSURANCES

14 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.

14 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 5 (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.

15 ATTORNEY

- (a) 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
 - (i) which that Charging Company is required to do by the terms of this deed, and/or
 - (ii) 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,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
- (b) The power given under paragraph 15(a)(i) may be exercised at any time after the expiry of 10 Business Days following notification of the relevant Charging Company by the Security Agent that compliance is required with which the relevant Charging Company has failed to comply
- (c) The power given under paragraph 15(a)(ii) may not be exercised until the occurrence of a Declared Default

16 ENFORCEMENT

16.1 Exercise of Enforcement Powers

At any time after a Declared Default has occurred:

- (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.

16.2 Appointment of Receiver or Administrator

- (a) Subject to paragraph (d) and (e) below, at any time after
 - (i) a Declared Default has occurred, or
 - (ii) 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

16.3 **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, 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 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.

16.4 **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 9 (Form of notice to Account Banks) unless and until a Declared Default has occurred.

17 **EXTENSION AND VARIATION OF STATUTORY POWERS**

17.1 **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.

17.2 **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 but shall only be exercisable after the occurrence of a Declared Default

17.3 **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

17.4 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

18 STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER

18.1 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.

18.2 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 18 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.

18 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

18.4 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.

18.5 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)

19 PROTECTION OF THIRD PARTIES

19 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

19 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

20. PROTECTION OF SECURITY AGENT AND RECEIVER

20 1 Role of Security Agent

The provisions set out in clause 30 (Role of the Agent, the Arrangers and Others) of the Senior Facilities Agreement and clause 18 (Role of the Security Trustee) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this deed.

20 2 Delegation

Subject to the Intercreditor Agreement, 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.

20.3 No Liability

Subject to the Intercreditor Agreement, 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 or breach of any obligations under the Finance Documents.

20 4 Possession of Charged Property

Without prejudice to clause 20.3 (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.

21 APPLICATION OF ENFORCEMENT PROCEEDS

21.1 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.

21.2 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 until such time as the recoveries of other proceeds of

enforcement equal the amount of the outstanding Secured Obligations at which time they shall be applied against 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

22 PROTECTION OF SECURITY

22.1 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

22.2 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

22.3 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

22.4 Amounts Avoided

If the Security Agent (on the basis of legal advice (with all reasonable costs incurred in relation to seeking such advice to be paid by the Parent) received from a reputable firm of solicitors) reasonably considers that any amount paid by a Charging Company in respect of the Secured Obligations is likely to be 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. No interest shall accrue on any such amount, unless and until such amount is so avoided or set aside.

22.5 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.

22.6 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) Clauses 21.4 (Waiver of Defences), 21.8 (Deferral of Guarantors' Rights) and 21.9 (Release of Guarantors' Right of Contribution) of the Senior Facilities 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.

22.7 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) 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.

22.8 Redemption of Prior Charges

The Security Agent may, at any time after a Declared Default has occurred, 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 on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

22.9 Permitted Disposals

Where a Charging Company makes a disposal permitted by the terms of the Senior Facilities Agreement, the Security Agent shall at the request and cost of the relevant Charging Company, take all or any action (including the provision of a letter of non-crystallisation) necessary to release the Charged Property which is the subject of such disposal from the security constituted by this deed.

23 SET-OFF

Any Secured Party may, whilst an Event of Default is continuing, 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

24 CHANGES TO PARTIES

24.1 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

24.2 Changes to Parties

Each Charging Company authorises and agrees to changes to parties under clause 27 (Changes to the Lenders) and clause 29 (Changes to the Obligors) of the Senior Facilities Agreement and clause 20 (Changes to the Parties) of the Intercreditor Agreement, in each case where such changes are made in accordance with the Senior Facilities Agreement and/or the Intercreditor Agreement, as appropriate, 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

24.3 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

25 CURRENCY

25.1 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.

25.2 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.

26. MISCELLANEOUS

26.1 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

26.2 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.

26.3 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 and cancel such security and to procure the reassignment to the relevant Charging Company of the property and assets assigned to the Security Agent pursuant to this deed.

27 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

<u>Name</u>	<u>Country on Incorporation and Registered Number</u>
Gaucho Acquisitions Limited	England and Wales, 05869370
Gioma (UK) Limited	England and Wales, 02513775
Gaucho Holdings Limited	England and Wales, 06451551
Gaucho Group Limited	England and Wales, 05566531
Gaucho Grill Holdings Limited	England and Wales, 05298666
Inhoco 4065 Limited	England and Wales, 05233337
Pan European Restaurants Limited	England and Wales, 04278268
Gaucho Grill Limited	England and Wales, 0093289
CAU Restaurants Limited	England and Wales, 7381319
Gaucho Nomco No.1 Limited	England and Wales, 7062025
Gaucho Nomco No.2 Limited	England and Wales, 7062022

8 Ashworth LLP

SCHEDULE 2

Real Property

Registered Land

Charging Company	County and District (or London Borough)	Address or description	Title No:
Gioma (UK) Limited	London Borough Camden	of 64 Heath Street, Hampstead, London NW3 1DN (Gd & Basement)	NGL654638

Unregistered Land

None

SCHEDULE 3

Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Gaucha Holdings Limited	Gaucha Group Limited	A Ordinary 588,707 B Ordinary 411,293 Redeemable Preference 13,917,100	N/A
Gaucha Group Limited	Gaucha Acquisitions Limited	Ordinary shares 14,699,702	N/A
Gaucha Acquisitions Limited	Gaucha Grill Holdings Limited	A Ordinary 60,000 B Ordinary 470,000 C Ordinary 470,000	N/A
Gaucha Grill Holdings Limited	Inhoco 4065 Limited	Ordinary 3,010,000	N/A
Inhoco 4065 Limited	Pan European Restaurants Limited	Ordinary. 1,065,403	N/A
Pan European Restaurants Limited	Gaucha Grill Limited	Ordinary 65,932,094	N/A
Gaucha Grill Limited	Gioma (UK) Limited	Ordinary 3,550,100	N/A
Gaucha Grill Limited	Gaucha Nomco 1 Limited	Ordinary 1	N/A
Gaucha Grill Limited	Gaucha Nomco 2 Limited	Ordinary. 1	N/A
Gaucha Grill Limited	CAU Restaurants Limited	Ordinary. 1	N/A

SCHEDULE 4

Part 1

Cash Collateral Accounts (Blocked)

Charging Company	Account Bank	Sort Code	Account Number
N/A	N/A	N/A	N/A

Part 2

Collection Accounts (Not blocked)

Charging Company	Account Bank	Sort Code	Account Number	Currency	Account name
Gioma (UK) Limited	The Royal Bank of Scotland plc			EUR	Gioma Euro Account
CAU Restaurants Limited	The Royal Bank of Scotland plc	1		GBP	CAU Current Account
Gaucha Grill Limited	The Royal Bank of Scotland plc			GBP	GAUCHO GRILL LIMITED
Gioma (UK) Limited	The Royal Bank of Scotland plc			GBP	Gioma Current Account
Gioma (UK) Limited	The Royal Bank of Scotland plc	1		GBP	Gioma Deposit Account

SCHEDULE 6**Intellectual Property**

Owner	Trademark	Country	Application No	Registration No	Registration Date	Classes	Status
Gaucha Grill Limited	CAU	United Kingdom	2527499	2527499	1 October 2009	43	Registered
Gaucha Grill Limited	GAUCHO	United Kingdom	2427464	2427464	18 July 2006	43	Registered
Gaucha Grill Limited	GAUCHO	United Kingdom	2550529	2550529	14 July 2006	43	Registered
Gaucha Grill Limited	GAUCHO	United Kingdom	2574715	2574715	10 March 2011	41	Registered

SCHEDULE 7**Insurance Policies**

Charging Company	Insurer	Policy Type	Policy Number
Gaucho Grill Limited Gioma UK Limited CAU Restaurants Limited	Mitsui Sumitomo Insurance	Property Damage/Business Interruption	57974A14AA
Gaucho Grill Limited Gioma UK Limited CAU Restaurants Limited	Zurich Insurance	Engineering Insurance & Inspection	NMA12508
Gaucho Grill Limited Gioma UK Limited CAU Restaurants Limited	Amlin UK	Motor Fleet	9105223
Gaucho Grill Limited Gioma UK Limited CAU Restaurants Limited	Amlin Lloyds Syndicate & others	Terrorism	PC001914
Gaucho Grill Limited Gioma UK Limited CAU Restaurants Limited	HSB Engineering	Contractors All Risks Policy	00082524/2

SCHEDULE 8

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 Agreements/Hedging Agreement] (the "Agreement")

We notify you that [insert name of Charging Company] (the "Charging Company") has assigned to Lloyds Bank plc (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. 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. 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;
2. you are authorised to disclose information in relation to the Agreement to the Security Agent on request,
3. 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
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 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 Lloyds Bank plc
 Loans Agency – Attn Nicola Clay / Peter Irvine
 25 Gresham Street
 London
 EC2V 7HN

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 Lloyds Bank plc (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

- 5 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. 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,
6. you are authorised to disclose information in relation to the Policies to the Security Agent on request, and
7. 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) [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 [if they exceed £10,000] to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing,
- (c) you will not cancel or otherwise allow the Policies to lapse without giving the Security Agent not less than 14 days' written notice;
- (d) 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
- (e) 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 Lloyds Bank plc
Loans Agency – Attn Nicola Clay / Peter Irvine
25 Gresham Street
London
EC2V 7HN.

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 9

Form of notice to Account Banks

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

Dated ●

Dear Sirs

Re: The Gaucho 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 Lloyds Bank plc (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, following receipt of a notice from the Security Agent confirming that a Declared Default has occurred,
 - (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 to that effect, 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 be withdrawn or modified by the Security Agent in its absolute discretion at any time subject to the terms of the debenture pursuant to which the Charged Accounts were charged; 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

Customer	Account Number	Sort Code	Status
●	●	●	[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

Lloyds Bank plc

[On acknowledgement copy]

To

Lloyds Bank plc

Loans Agency – Attn Nicola Clay / Peter Irvine

25 Gresham Street

London

EC2V 7HN.

Copy to

Gaucha Holdings Limited (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 10

Form of Security Accession Deed

***[THIS INSTRUMENT MUST BE REGISTERED AT THE COMPANIES REGISTRY
CONSIDER OTHER NECESSARY FILINGS]***

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) Lloyds Bank plc as security trustee for itself and the other Secured Parties (the "**Security Agent**")

RECITAL:

This deed is supplemental to a debenture dated 2014 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 pay on demand the Secured Obligations when they fall due for payment

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 legal mortgage, all Real Property (including as specified in schedule 1 (Real Property)), and
- (b) by way of first fixed charge
 - (i) all other interests (not effectively charged under clause 2 3(a)) in the Real Property,
 - (ii) all Subsidiary Shares and corresponding Distribution Rights (including as specified in schedule 2 (Subsidiary Shares)),
 - (iii) all Investments (other than the Subsidiary Shares) and corresponding Distribution Rights,
 - (iv) all Equipment,
 - (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) all Non Trading Debts;
 - (ix) to the extent not effectively assigned by clause 3 2 (Security Assignment), the Assigned Agreements,
 - (x) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Insurances, and
 - (xi) 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) (a)the Assigned Agreements (including as specified in schedule 5 (Assigned Agreements));
- (b) the Insurances (including as specified in schedule 6 (Insurance Policies)), and
- (c) the Hedging Agreements,

save that the exercise of all rights and remedies in connection with any such Insurance and Hedging Agreements, the exercise of any discretions or judgments, the giving of any waivers or consents and any entitlement to all proceeds and claims arising therefore shall, in the absence of a Declared Default, be exercised at the sole discretion of the Charging Company in a manner which is consistent with the Finance Documents, and 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 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 clause 35 (Notices) of the Senior Facilities Agreement 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.

SCHEDULE 1

Freehold and Leasehold Property

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 in*)
bold and upper case])
)
)

Director Name

Director/Secretary Name

OR

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 **LLOYDS**
BANK PLC

)
)
)
)

Name

Notice Details

Address

Facsimile
Attention

SIGNATORIES TO DEBENTURE

Parent

Executed as a deed by)
GAUCHO HOLDINGS LIMITED)
)
)

Signature of director

Name of director

GARY V MANN

Signature of witness

Name of witness

Address of witness

DANNY RIDING
TRAVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Occupation of witness

Charging Companies

Executed as a deed by
GIOMA (UK) LIMITED

)
)
)
)

Signature of director

Name of director

GARY MANN

Signature of witness

Name of witness

Address of witness

DANNY RIDING
TRAVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Occupation of witness

Notice Details

Address

Fourth Floor, 7-a Swallow Street, London, W1B 4DE

Facsimile
Attention

0207 494 4777
Gary Mann

Executed as a deed by
GAUCHO GROUP LIMITED

)
)
)
)

Signature of director

Name of director

GARY MANN

Signature of witness

Name of witness

DANNY RIDING

Address of witness

TRAVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Occupation of witness

Notice Details

Address

Fourth Floor, 7-a Swallow Street, London, W1B 4DE

Facsimile
Attention

0207 494 4777
Gary Mann

Executed as a deed by
GAUCHO ACQUISITIONS LIMITED

)
)
)
)

Signature of director

Name of director

GARY MANN

Signature of witness

Name of witness

Address of witness

DANNY RIDING
TRAVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Occupation of witness

Notice Details

Address

Fourth Floor, 7-a Swallow Street, London, W1B 4DE

Facsimile
Attention

0207 494 4777
Gary Mann

Executed as a deed by)
GAUCHO GRILL HOLDINGS LIMITED)
)
)

Signature of director

Name of director

GARY MANN

Signature of witness

Name of witness

DANNY RIDING
TRAVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Address of witness

Occupation of witness

Notice Details

Address

Fourth Floor, 7-a Swallow Street, London, W1B 4DE

Facsimile.
Attention

0207 494 4777
Gary Mann

Executed as a deed by
INHOCO 4065 LIMITED

)
)
)
)

Signature of director

Name of director

GARY MANN

Signature of witness

Name of witness

Address of witness

DANNY RIDING
TRAVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Occupation of witness

Notice Details

Address.

Fourth Floor, 7-9 Swallow Street, London, W1B 4DE

Facsimile.

Attention.

0207 494 4777
Gary Mann

Executed as a deed by
**PAN EUROPEAN RESTAURANTS
LIMITED**

)
)
)
)

Signature of director

Name of director

GARY MANN

Signature of witness

Name of witness

Address of witness

DANNY RIDING
TRAVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Occupation of witness

Notice Details

Address

Fourth Floor, 7-a Swallow Street, London, W1B 4NE

Facsimile
Attention

0207 494 4777
Gary Mann

Executed as a deed by
GAUCHO GRILL LIMITED

)
)
)
)

Signature of director

Name of director

GARY MANN

Signature of witness

Name of witness

DANNY RIDING

Address of witness

TRAVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Occupation of witness

Notice Details

Address.

Fourth Floor, 7-a Swallow Street, London, W1B 4DE

Facsimile
Attention

0207 494 4777
Gary Mann

Executed as a deed by
CAU RESTAURANTS LIMITED

)
)
)
)

Signature of director

Name of director

GARY MANN

Signature of witness

Name of witness

DANNY RIDING

Address of witness

TRAVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Occupation of witness

7

Notice Details

Address

Fourth Floor, 7-a Swallow Street, London, W1B 4DE

Facsimile
Attention

0207 494 4777
Gary Mann

Executed as a deed by
GAUCHO NOMCO NO.1 LIMITED

)
)
)
)

Signature of director

Name of director

GARY MANN

Signature of witness

Name of witness

Address of witness

DANNY RIDING
TRAVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Occupation of witness

Notice Details

Address

Fourth Floor, 7-a Swallow Street, London, W1B 4DE

Facsimile
Attention

0207 494 4777
Gary Mann

Executed as a deed by
GAUCHO NOMCO NO.2 LIMITED

)
)
)
)

Signature of director

Name of director

GARY MANN

Signature of witness

Name of witness

Address of witness

DANNY RIDING
TRAVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Occupation of witness

Notice Details

Address

Fourth Floor, 7-a Swallow Street, London, W4B 4DE

Facsimile
Attention

0207 494 4777
Gary Mann

Security Agent

Signed for and on behalf of **LLOYDS**
BANK PLC

)
)
)
)

Name

Notice Details

Address

Facsimile
Attention

Security Agent

Signed for and on behalf of LLOYDS
BANK PLC

)
)
)
)

Name

ANDREW BUTT

Notice Details

Address: 25 GRESHAM STREET
LONDON EC2V 7HN
Facsimile +44 207 158 3198
Attention: PETER IRVINE