



Registration of a Charge

Company name: **P.I.G. HOLDINGS LIMITED**

Company number: **09790550**



X4JCMR02

Received for Electronic Filing: **02/11/2015**

Details of Charge

Date of creation: **27/10/2015**

Charge code: **0979 0550 0001**

Persons entitled: **LLOYDS BANK PLC AS SECURITY TRUSTEE**

Brief description: **NONE.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9790550

Charge code: 0979 0550 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th October 2015 and created by P.I.G. HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd November 2015 .

Given at Companies House, Cardiff on 3rd November 2015

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Security Accession Deed

THIS SECURITY ACCESSION DEED is made on 27 October 2015

BETWEEN:

- (1) **P.I.G. Holdings Limited** (a company incorporated in England and Wales with registered number 09790550 (the "**New Charging Company**");
- (2) **Host Europe Group Limited** (a company incorporated in England and Wales with registered number 08509568 (the "**Company**") 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 13 February 2015 between, inter alia, the Company, 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) and clause 1.3 (Other References) 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.

1.3 Intercreditor Agreement

This deed should be read and construed subject to the terms of the Intercreditor Agreement. In case of any inconsistency between the terms of this deed and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.

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 Indebtedness when it falls due for payment.

2.3 Fixed Charges

The New Charging Company, as continuing security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of legal mortgage, all the Material Premises; and
- (b) by way of fixed charge:
 - (i) all other interests (not charged under clause 2.3(a)) in the Premises, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - (ii) all the Investments (including the shares specified in schedule 1) and all corresponding Distribution Rights;
 - (iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;
 - (iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts;
 - (v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims;
 - (vi) all monies standing to the credit of its accounts (including the Collection Accounts, the Cash Collateral Accounts and the Nominated Accounts) with any bank, financial institution, or other person and all rights related to those accounts;
 - (vii) all its Intellectual Property;
 - (viii) all rights and interest in the Hedging Agreements;
 - (ix) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
 - (x) its goodwill and uncalled capital; and
 - (xi) if not effectively assigned by clause 2.5 (Security Assignment), all its rights and interests in (and claims under) the Assigned Agreements.

2.4 Floating Charge

As further continuing security for the payment of the Indebtedness, the New Charging Company charges with full title guarantee in favour of the Security Agent by way of floating

charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.5 (Security Assignment).

2.5 Security Assignment

As further continuing security for the payment of the Indebtedness, the New Charging Company assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to the New Charging Company (or as it shall direct).

3. NEGATIVE PLEDGE

No New Charging Company may:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property; or
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

except as permitted by the Senior Facilities Agreement and the Second Lien Facility Agreement or with the prior consent of the Security Agent.

4. CONSTRUCTION OF 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.

5. 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.

6. NOTICES

The New Charging Company confirms that its address details for notices in relation to clause 19 (Notices) of the Debenture are as follows:

Address: Host Europe Group Limited
5th Floor, The Shipping Building
Old Vinyl Factory
252-254 Blyth Road
Hayes
Middlesex
UB3 1HA

Telephone: :
E-mail:

Attention: James Shutler

7. LAW

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

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

SCHEDULE 1
DETAILS OF SUBSIDIARY SHARES

[None at the date of this Deed]

SIGNATORIES TO DEED OF ACCESSION

The New Charging Company

Executed as a deed by)
P.I.G. HOLDINGS LIMITED acting by)
JAMES SINTER in the presence of:)
)

Signature of director

Signature of witness

Name of witness SIMON COWERS

Address of witness

Occupation of witness

The Company

Executed as a deed by)
HOST EUROPE GROUP LIMITED)
acting by JAMES SINTER in the)
presence of:)

Signature of director

Signature of witness

Name of witness SIMON COWERS

Address of witness

Occupation of witness

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The Security Agent

EXECUTED by
LLOYDS BANK PLC
Acting by its authorised signatory

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Nicola Keay