



Registration of a Charge

Company name: **FLAT IRON STEAK LIMITED**

Company number: **08177784**



X61G7BA0

Received for Electronic Filing: **03/03/2017**

Details of Charge

Date of creation: **02/03/2017**

Charge code: **0817 7784 0006**

Persons entitled: **PIPER PE LLP**

Brief description: **LEGAL MORTGAGE OVER 17 BEAK STREET, LONDON (NGL929707), 9 DENMARK STREET, LONDON (NGL934480), 17/18 HENRIETTA STREET, LONDON (NGL954977), 77 CURTAIN ROAD, LONDON (AGL268132), 46 GOLBORNE ROAD, LONDON (BGL71468) AND 47-51 CALEDONIAN ROAD, LONDON (AGL293711) AND ANY OTHER FREEHOLD OR LEASEHOLD PROPERTY NOW VESTED IN THE CHARGOR AND FIXED CHARGE OVER ALL ESTATES OR INTERESTS IN FREEHOLD OR LEASEHOLD LAND OF WHATEVER KIND BELONGING TO THE CHARGOR NOW OR IN THE FUTURE. FIXED CHARGE OVER ALL INTELLECTUAL PROPERTY, AS DEFINED IN THE CHARGE.**

Contains fixed charge(s).

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

Contains negative pledge.

Chargor acting as a bare trustee for the property.

Authentication of Form

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: **BOND DICKINSON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8177784

Charge code: 0817 7784 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd March 2017 and created by FLAT IRON STEAK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd March 2017 .

Given at Companies House, Cardiff on 6th March 2017

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**

2 March 2017

Guarantee and Debenture
relating to Investor Loan Notes

FI Holdings Limited ⁽¹⁾ and
The Original Chargors (as named herein) ⁽²⁾
Piper PE LLP (as Security Trustee) ⁽³⁾

DATED 2 MARCH

2017

PARTIES

- (1) **FI Holdings Limited** (No. 10628677) whose registered office is at Eardley House, 182-184 Campden Hill Road, London, W8 7AS (the **Company**);
- (2) **The Companies** listed in Schedule 1 as original chargors (in this capacity, the **Original Chargors**); and
- (3) **Piper PE LLP** (No: OC345898) whose registered office is at Eardley House, 182-184 Campden Hill Road, London W8 7AS acting as security trustee on behalf of itself and the other Secured Parties (as defined below) (**Security Trustee**).

BACKGROUND

- (A) Each Chargor enters into this Deed in connection with the Investor Loan Notes.
- (B) This Deed is expressly subject to the terms of the Intercreditor Deed (as defined in the Loan Note Instrument).

OPERATIVE TERMS

1 INTERPRETATION

1.1 Defined terms

Unless stated otherwise, terms defined in the Loan Note Instrument have the same meaning when used in this Deed and in this Deed the following words and expressions shall have the following meanings:

Account Banks	the banks with which the Bank Accounts are held from time to time.
Additional Chargor	a member of the Group which becomes a Chargor by executing a Deed of Accession.
Additional Mortgages	NatWest Legal mortgages granted by Flat Iron Steak Limited in favour of National Westminster Bank plc over each of the properties known as 46 Golborne Road, London, W10 5PR and 47-51 Caledonian Road, King's Cross, London, N1 9BU on or about the date of this Deed.
Bank Accounts	any accounts (present and future) which a Chargor has, or has an interest in, with any bank, financial institution, or other person.
Bank Balances	all monies (including interest) from time to time standing to the credit of any and all Bank Accounts and any other bank account in which a Chargor may at any time acquire any right, title, interest or benefit, and all debts represented by any such accounts.
Book Debts	all book and other debts of any nature and all other rights to receive money (excluding Bank Balances) and the benefit of all rights, securities, guarantees and indemnities of any nature enjoyed or held by a Chargor in relation thereto, now or in the future owing or payable to a Chargor.
Charged Debts	all book and other debts and all other rights and claims charged to the Security Trustee under this Deed.
Charged Property	all assets, property and undertakings from time to time subject to, or expressed to be subject to, the security interests created by this Deed.
Chargor	an Original Chargor and any Additional Chargor.

Deed of Accession	a deed substantially in the form of Schedule 7 of this Deed
Default Rate	the rate specified in the Loan Note Instrument.
Delegate	any delegate, sub-delegate, agent, attorney or trustee appointed by the Security Trustee or a Receiver appointed in accordance with this Deed.
Distribution Rights	<p>(a) all dividends, distributions, interest and other income paid or payable on the relevant Investment or Shares;</p> <p>(b) all shares or other property derived from the relevant Investment or Shares (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise); and</p> <p>(c) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Shares.</p>
Encumbrance	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation to any person or other agreement or arrangement having a similar effect.
Enforcement Party	any of the Security Trustee, a Receiver or a Delegate.
Executive Team	Means Franziska Gach, Yuriy Kachak and Benjamin Chapman
Executive Team SPA	the share purchase agreement in the agreed form to be entered into on or about the date of this Deed between the Executive Team (as sellers) and the Company
Fixtures	any fixtures (but excluding landlord's fixtures), fittings, fixed plant, machinery or apparatus from time to time situated on or forming part of the Property.
Founder SPA	The share purchase agreement in the agreed form to be entered into on or about the date of this Deed between Charles Alec Carroll (as seller) and the Company
Guarantee	the guarantee set out in Clause 2.3 of this Deed.
Initial Non-Founder Shareholders	Means Liska Yealland, Helena Carroll, Paul Ahem, Mark Arnold, James George, Krysto Nikolic and Ben Travis
Initial Non-Founder Shareholders' Subscription Agreement	The agreement in the agreed form, between the Company and the Initial Non-Founder Shareholders
Initial Non-Founder SPA	The share purchase agreement in the agreed form to be entered into on or about the date of this Deed between the Initial Non-Founder Shareholders (as sellers) and the Company.
Insolvency Act	the Insolvency Act 1986.
Insurances	all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of a Chargor or (to the extent of its relevant interest) in which a Chargor

	has an interest.
Insurance Proceeds	all proceeds of insurance payable to (or to the order of) or received by a Chargor.
Intellectual Property	all rights present and future (and from time to time) in confidential information, copyright and similar or like rights, database rights, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trade marks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or un-registered, owned by a Chargor or in which a Chargor has an interest from time to time, and the benefit of such Chargor's applications and rights to use such assets, throughout the world.
Investment	any negotiable instrument, certificate of deposit, debenture, share or other investment (as specified for the purposes of Section 22 of the Financial Services and Markets Act 2000 as at the date of this Deed) now or in the future owned by a Chargor including (save where the context otherwise requires), the Shares as well as: <ul style="list-style-type: none"> (a) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments; (b) any dividend or interest paid or payable to such Chargor; and (c) any other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights.
Investment Agreement	the investment agreement in relation to the Company dated on or about the date of this Deed and entered into by, amongst others, Charles Alec Carroll, the Executive Team, the Security Trustee and the Company
Investment Documents	the Investment Agreement, the Share Purchase Agreements and the Initial Non-Founder Shareholders' Subscription Agreement
Investor Loan Notes	the loan notes constituted by the Loan Note Instrument.
Loan Note Instrument	the instrument constituting £9,779,813 fixed rate secured loan notes 2022 and certain payment in kind notes of the Company dated on or about the date of this Deed.
LPA	Law of Property Act 1925.
Mortgaged Assets	Chattel (without prejudice to the fixed charges created by Clause 3.3) each of the assets itemised in Part 3 of Schedule 1.
Noteholders	at any time a person that is entered in the Register as a holder of any of the Investor Loan Notes.
Party	a party to this Deed.
Permitted Security	all Security created by the Original Chargors that exists at the date of this Deed, together with the Additional NatWest Mortgages.
Property	the Real Property from time to time owned by a Chargor or in which a Chargor has an interest (including the Real Property, if any, specified in Part 1 of Schedule 1).

Real Property	any and all freehold and leasehold (whether registered or unregistered) and all commonhold and immovable property now or in the future (and from time to time) and any buildings or fixtures, fittings, fixed plant or machinery now or in the future (or from time to time) situated on or forming part of any such property.
Receiver	any receiver and manager or other receiver or (if the Security Trustee so specifies in the relevant appointment) receivers appointed by the Security Trustee pursuant to Clause 8.4(a) of this Deed in respect of a Chargor or in respect of the Charged Property or any of them.
Register	the register of Noteholders referred to in Condition 7 of the Loan Note Instrument
Secured Liabilities	all moneys, obligations and liabilities of any kind which are now or may from time to time in the future become due, owing, incurred or payable by a Chargor to any Secured Party, whatever their nature or basis and whether owned jointly or separately, actually or contingently, as principal or as surety, or in any other capacity whatsoever and in any currency or currencies and whether originally owing to a Secured Party or purchased or otherwise acquired by a Secured Party including, without limitation: <ul style="list-style-type: none"> (a) all payments due by the Company under the Loan Note Instrument; and (b) all payments due by the Chargors to the Security Trustee and Secured Parties under this Deed.
Secured Parties	the Security Trustee and each of the Noteholders and any other person who accedes to this Deed as a Secured Party from time to time (each a Secured Party).
Security	a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.
Security Period	the period beginning on the date of this Deed and ending on the date on which all of the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.
Shares	all shares (if any) specified in Part 3 of Schedule 1 and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by a Chargor from time to time or any in which it has an interest.
Share Purchase Agreements	the Executive Team SPA, the Founder SPA and the Initial Non-Founder SPA
Third Parties Act	the Contracts (Rights of Third Parties) Act 1999.
VAT	value added tax as provided for in the Value Added Taxes Act 1994 and any other tax of a similar fiscal nature.

1.2 Construction

- (a) In this Deed any reference to:
 - (i) **assets** includes present and future property, revenue, rights and interests of every kind;

- (ii) **authorisation** includes any authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
 - (iii) **Chargor, Noteholder and Security Trustee** includes their respective successors in title, and their permitted assignees or permitted transferees;
 - (iv) **full title guarantee** shall be construed in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
 - (v) **guarantee** includes any guarantee or indemnity and any other financial support (including any participation or other assurance against loss and any deposit or payment) in respect of any person's indebtedness;
 - (vi) **regulation** includes all guidelines, official directives, regulations, requests and rules (in each case, whether or not having the force of law) of any governmental, inter-governmental or supranational agency, body or department or of any regulatory or other authority or organisation (whether statutory or non-statutory, governmental or non-governmental);
 - (vii) **subsidiary** is to an undertaking within the meaning of section 1162 of the Companies Act 2006;
 - (viii) **security** includes any assignment by way of security, charge, lien, mortgage, pledge or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect;
 - (ix) **set-off** includes analogous rights and obligations in other jurisdictions; and
 - (x) **tax** includes any tax, duty, impost or levy and any other charge or withholding of a similar nature (including any interest or penalty for late payment or non-payment);
- (b) Use in this Deed of the words **including** or **in particular** or **otherwise** is intended to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used).
- (c) Unless this Deed expressly states otherwise or the context requires otherwise, (a) each reference in this Deed to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of this Deed) and (b) each reference in this Deed to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of this Deed and whether amended or re-enacted since the date of this Deed).
- (d) Each reference to this Deed (or to any other agreement or deed) means, at any time, this Deed (or as applicable such other agreement or deed) as amended, novated or supplemented, at that time, provided that the relevant amendment, novation or supplement does not breach any term of this Deed.
- (e) Each reference in this Deed to the singular includes the plural and vice versa, as the context permits or requires.
- (f) The index and each heading in this Deed is for convenience only and does not affect the meaning of the words which follow it.
- (g) Each reference in this Deed to a clause or Schedule is (unless expressly provided to the contrary) to be construed as a reference to the relevant clause or Schedule to this Deed.
- (h) An Event of Default is **continuing** if it has not been remedied or waived.
- (i) A certificate of the Security Trustee setting forth the amount of any Secured Liabilities due from a Chargor shall be prima facie evidence of such amount against such Chargor in the absence of manifest error.
- (j) The fact that no or incomplete details of any particular Charged Property are included or inserted in any relevant Schedule shall not affect the validity or enforceability of the charges created by this Deed.

1.3 Insolvency Act 1986

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as inserted by Enterprise Act 2002, section 248 and Schedule 16) applies to the floating charge created by this Deed and the floating charge created by this Deed is a "qualifying floating charge" for the purposes of the said paragraph 14.

1.4 Third Party Rights

- (a) A person who is not at the relevant time a Chargor, the Security Trustee or any of the Secured Parties has no right under the Third Parties Act to enforce or enjoy the benefit of any term of this Deed except to the extent that this Deed expressly provides for it to do so.
- (b) No consent of any person who is not a Party is required to rescind or vary this Deed at any time.
- (c) This Clause 1.4 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Third Parties Act.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of any document under which the Secured Liabilities arise and of any side letters between the Chargors or any of the Secured Parties and the Security Trustee relating to the Secured Liabilities are incorporated in this Deed to the extent required to ensure that any purported disposition of the Charged Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Land Registration Rules 1925

For the purposes of Rule 139, Land Registration Rules 1925 (as amended) only, the Loan Note Instrument does not form part of the terms and conditions of this Deed.

1.7 Perpetuity Period

The perpetuity period applicable to the trusts created by this Deed is 125 years.

2 COVENANT TO PAY

2.1 Covenant

Each Chargor hereby, as primary obligor and not merely as surety, covenants with the Security Trustee and each of the Secured Parties that it will, on demand, pay, discharge and perform the Secured Liabilities.

2.2 Default Interest

Any amount which is not paid under this Deed on the due date shall bear interest (as well after as before judgment) in accordance with the terms of the Loan Note Instrument.

2.3 Guarantee

Each Chargor hereby irrevocably and unconditionally:

- (a) guarantees to the Security Trustee and each of the Secured Parties the punctual performance by each other Chargor of the Secured Liabilities;
- (b) undertakes to the Security Trustee and each of the Secured Parties that whenever a Chargor does not pay any amount when due under or in connection with the Secured Liabilities, that it will promptly, on demand, pay that amount to the Security Trustee as if it were the principal obligor in respect of that amount; and
- (c) agrees to indemnify the Security Trustee and each of the Secured Parties, promptly following demand, against any costs, losses or liabilities suffered or properly incurred by the Security Trustee or any of the Secured Parties if (i) a Chargor fails to pay any amount when due to the Security Trustee or any of the Secured Parties or if (ii) the guarantee given under Clause 2.3(a), or any obligation guaranteed by it under this Agreement, is or becomes unenforceable, invalid or illegal. In the case of (ii) the amount of the cost, loss or liability shall be equal to the amount which the Security Trustee and the Secured Parties would otherwise have been entitled to recover.

2.4 Continuing Obligations

The obligations of each Chargor under Clause 2.3 are a continuing security and will extend to the ultimate balance of all the Secured Liabilities payable to the Security Trustee and the Secured Parties, regardless of any intermediate payment or discharge in whole or part. The obligations of each Chargor under Clause 2.3 are subject to and benefit from the terms and conditions in Schedule 8.

3 CHARGING PROVISIONS

3.1 General

- (a) All the security granted or created by this Deed is created in favour of the Security Trustee as security trustee on trust for the Secured Parties as continuing security for the payment and discharge of the Secured Liabilities, with full title guarantee and shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by a Chargor or any other person of the whole or any part of the Secured Liabilities.
- (b) Each of the mortgages, fixed charges or assignments created by Clauses 3.2, 3.3 and 3.4 below are to be construed as separate and individual charges as if each right and asset referred to were separately charged by fixed charge in its own independent clause such that if any individual right or asset is, as a matter of law, charged by only a floating charge this will not prejudice the fixed charge security over any other rights or assets mentioned in the same clause, sub-clause or paragraph.

3.2 Mortgage

Each Chargor separately charges by way of legal mortgage:

- (a) each Property of the Chargor;
- (b) any other freehold or leasehold property now vested in the Chargor;
- (c) all buildings and fixtures (including trade fixtures, tenant's fixtures and fixed plant and machinery) on such land; and
- (d) all presently held vendor's liens, mortgages, charges, options, agreements and rights, titles and other legal interests in or over land of whatever description.

3.3 Fixed Charge

Each Chargor separately charges by way of fixed charge each of the following including all rights of enforcement of the same:

- (a) all estates or interests in freehold and/or leasehold land of whatever kind (whether legal or equitable) not effectively mortgaged under Clause 3.2 now or at any time during the continuance of the security created in this Deed belonging to or mortgaged or charged to the Chargor and all proceeds of sale derived therefrom;
- (b) the benefit of all licences and agreements relating to any land to which the Chargor may be party or to which the Chargor may be entitled (to the extent that such licences or agreements are capable of being effectively charged);
- (c) all buildings and fixtures, all plant and machinery, all vehicles, computers and chattels, now or in the future owned by it and its interest in any vehicles and/or computers or other chattels in its possession (but not including any such chattels for the time being forming part of the Chargor's stock in trade or work in progress) and the benefit of all contracts, licences and warranties relating to the same;
- (d) (to the extent the same do not fall within Clause 3.4 or are not effectively assigned under Clause 3.4(a)) all of its rights and benefits under each of the Secured Contractual Rights (as defined in Clause 3.4(a));
- (e) (to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3.4(b)), the Insurances applicable to the Chargor and all Insurance Proceeds either now or in the future held

by, written in favour of, or payable to the Chargor or in which the Chargor is otherwise interested;

- (f) all Bank Accounts of the Chargor and all Bank Balances of the Chargor;
- (g) all Investments of the Chargor together with all Distribution Rights from time to time accruing to or on such Investments and the proceeds from such Investments;
- (h) all present and future Book Debts, other debts revenues and monetary claims of the Chargor and all rights and claims of whatever nature of the Chargor now or which may at any time be held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims;
- (i) (to the extent that the Intellectual Property is incapable for any reason of being effectively assigned pursuant to Clause 3.4(c)), all Intellectual Property;
- (j) the benefit of all licences, consents and authorisations (statutory or otherwise) held or utilised by the Chargor in connection with its business or the use of any of the Charged Property (to the extent that such authorisations are capable of being effectively charged) and the right to recover and receive all compensation which may at any time become payable to it in respect of such authorisations to the extent permitted by the terms of such authorisations and save in so far as any such authorisations are effectively subject to any valid assignment to the Security Trustee pursuant to this Deed;
- (k) all the goodwill and rights in relation to the uncalled capital of the Chargor;
- (l) all present and future rights to rebate, repayment or reclaim of taxes or custom duties paid by the Chargor or any other person where the right is asserted or the claim made, the entitlement to a rebate arises or the rebate becomes payable either outside the ordinary course of trading or after the Chargor has ceased to trade or after demand has been made by the Secured Parties for repayment of any part of the Secured Liabilities; and
- (m) all claims to which the Chargor is entitled or may be or become entitled to damages or compensation relating to the Charged Property or the return to the Chargor of its assets or property (including if recovered by a liquidator or administrator of the Chargor under statutory or other powers).

3.4 Assignment by way of security

Save to the extent not subject to an assignment under the Permitted Security, each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption (to the fullest extent capable of assignment) to the Security Trustee all its rights, title, interest and benefit existing now or in the future, in, to, under or in respect of the following assets:

- (a) all agreements, instruments or notices to which the Chargor becomes a party or in respect of which it has or may have any right, interest, title or benefit, either existing now or at any time in the future (the **Secured Contractual Rights**), including, without limitation:
 - (i) the benefit of all representations, warranties, covenants, undertakings and indemnities under or in respect of such Secured Contractual Rights;
 - (ii) all of its rights to receive payment of any amounts which may become payable to it pursuant or with respect to such Secured Contractual Rights;
 - (iii) all payments received by it pursuant to, or with respect to, such Secured Contractual Rights;
 - (iv) all its rights to serve notices and/or make demands pursuant to such Secured Contractual Rights and/or to take such steps as are required to cause payments to become due and payable thereunder or with respect to such Secured Contractual Rights;
 - (v) all of its rights of action in respect of any breach of such Secured Contractual Rights; and

- (vi) all of its rights to receive damages, compensation or obtain other relief, including in respect of any breach of or default in respect of such Secured Contractual Rights.
- (b) the Insurances and the benefit of all Insurance Proceeds;
- (c) any and all Intellectual Property together with all damages, compensation, remuneration, profit, royalties, fees, rent or income which any Chargor may derive from or be awarded or entitled to in respect of such Intellectual Property; and
- (d) all of its right, title and interest in the Mortgaged Chattel Assets and the full benefit of all warranties, guarantees and contracts relating to the same.

3.5 **Notice of assignment or charge**

- (a) Each Chargor shall promptly following receipt of a written request to that effect from the Security Trustee, give notice of each such assignment of its right, title and interest (if any) in and to:
 - (i) the Insurances and Insurance Proceeds, by sending a notice substantially in the form of Part 2 of Schedule 2 (with such amendments as the Security Trustee may agree) duly completed to each of the other parties to the Insurances; and
 - (ii) any agreement in respect of Secured Contractual Rights by sending a notice substantially in the form of Part 1 of Schedule 2 (with such amendments as the Security Trustee may agree) duly completed to each of the other parties to the such agreement,

provided that the Security Trustee shall not be entitled to give such a request unless and until an Event of Default has occurred which is continuing.

The relevant Chargor shall use reasonable endeavours to procure that such other party delivers an acknowledgement to the Security Trustee in substantially the form of the acknowledgement of notice contained in the notice set out in Part 1 and Part 2 of Schedule 2 (as applicable), in each case with such amendments as the Security Trustee may agree (acting reasonably).

- (b) Each Chargor shall forthwith upon receiving a request to that effect from the Security Trustee (provided that such request may not be given unless and until an Event of Default has occurred and is continuing) give notice of the charge of its right, title and interest (if any) in and to the relevant Bank Accounts and the relevant Bank Balances to each Account Bank by sending a notice in the form of Schedule 3 to each Account Bank.

3.6 **Exercise of rights under Secured Contractual Rights and in respect of Intellectual Property**

- (a) Whilst no Event of Default exists and is continuing the Security Trustee shall permit each Chargor to exercise its rights in relation to any of the Secured Contractual Rights, provided that the exercise of those rights in the manner proposed would not result in an Event of Default.
- (b) Where an Event of Default exists and is continuing a Chargor shall exercise its rights in relation to any of the Secured Contractual Rights in accordance with the reasonable instructions of the Security Trustee (acting on the instructions of the Noteholders).
- (c) The Security Trustee shall grant to each Chargor a licence to use such Intellectual Property in the ordinary course of its business and for so long as no Event of Default exists and is continuing.

3.7 Floating charge

(a) Grant of Floating Charge

Each Chargor hereby charges in favour of the Security Trustee, by way of a floating charge, all its undertaking and all its other property, assets and rights whatsoever and wheresoever both present and future (including all heritage property in Scotland) not effectively charged by way of legal mortgage or fixed charge pursuant to the provisions of Clause 3.2 or 3.3 or effectively assigned by way of security pursuant to Clause 3.4.

(b) Conversion by Notice

If any of the following events occurs, the Security Trustee (acting on the instructions of the Noteholders) may at any time by notice in writing to a Chargor convert the floating charge created pursuant to Clause 3.7(a) into a fixed charge as regards such assets as it shall specify in the notice:

- (i) an Event of Default is continuing;
- (ii) the Chargor has failed to comply with, or takes or threatens to take any action which in the reasonable opinion of the Security Trustee will result in a failure to comply with its obligations under Clause 6; or
- (iii) the Security Trustee believes that such assets are in danger of being seized or sold under any form of distress or any legal process or execution is being enforced against such assets or such assets are otherwise in jeopardy or imperilled; or
- (iv) if any circumstances shall occur which the Security Trustee determines (acting reasonably), imperils or threatens the security created by this Deed.

(c) Automatic conversion of floating charge

In addition to any circumstances in which the floating charge created by Clause 3.7(a) of this Deed will crystallise automatically under the general law, and without prejudice to the operation of Clause 3.7(b):

- (i) if a Chargor takes any step to create any security on or over any Charged Property (which is the subject of the floating charge created by Clause 3.7(a) and which is not Permitted Security) without the prior written consent of the Security Trustee (acting on the instruction of the Noteholders (acting reasonably)) such floating charge created by this Deed will automatically, without any notice being given under Clause 3.7(b) and immediately upon such event occurring, be converted into a fixed charge over the relevant Charged Property; and
- (ii) if a Chargor convenes any meeting of its members to consider a resolution to wind up the Chargor, or if any steps are taken to appoint a liquidator, Receiver or administrator or another similar insolvency officer in respect of a Chargor or any of its assets, such floating charge shall in like manner immediately upon the happening of such event be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Charged Property which is the subject of the floating charge created by Clause 3.7(a).

(d) Assets acquired after crystallisation

Any asset acquired by a Chargor after any crystallisation of the floating charge created under this Deed which, but for such crystallisation, would be subject to a floating charge shall (unless the Security Trustee confirms in writing to the contrary) be charged to the Security Trustee by way of first fixed charge.

4 FURTHER ASSURANCE

4.1 General

Each Chargor must at its own reasonable expense promptly do all such acts and things and execute such documents (including deeds, assignments, transfers, mortgages, charges,

notices, instructions, assurances, agreements and instruments) as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s):

- (a) to perfect and protect (including against any change in or revised interpretation of any law or regulation) 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 Trustee provided by this Deed or by law; or
- (b) to confer on the Security Trustee security over any property or assets of the Chargor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this Deed; or
- (c) (in its absolute discretion), following the occurrence of an Event of Default that is continuing, to facilitate the realisation of the assets which are, or are intended to be, the subject of this Deed; or
- (d) where the Security Trustee's rights of enforcement have arisen pursuant to Clause 7 otherwise for enforcing the same or exercising any of the Security Trustee's rights, powers, authorities or discretions under this Deed,

and each Chargor shall take all such reasonable action as is available to it (including the making of all filings and registrations and the payment of all fees and taxes) as may be necessary for the creation, perfection protection or maintenance of any security conferred or intended to be conferred on the Security Trustee pursuant to this Deed.

4.2 Form of Security

Any security document required to be executed by any Chargor pursuant to Clause 4.1(a) will be prepared at the reasonable cost of the Company, and will be in form and substance similar to the terms of this Deed (to the extent applicable).

4.3 Land Registry - application for restriction

- (a) In relation to all existing and future registered Property (and any other unregistered Property subject to compulsory first registration at the date of this Deed) the relevant Chargor shall promptly following receipt of a written request to that effect from the Security Trustee, notify Her Majesty's Land Registry of the legal mortgage created by this Deed and to apply to enter on the register against the title number of or to be allocated to the relevant Property) of the following restriction:

"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 Piper PE LLP referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its duly authorised officer."

- (b) The Security Trustee (acting on the instruction of the Noteholders) may make any of the applications referred to in Clause 4.3(a) in place of a Chargor. In such a case, the relevant Chargor consents to the entry of the relevant restriction and will pay the reasonable expenses properly incurred in connection with the application.

4.4 Exempt information document

- (a) Each Chargor must at its own reasonable expense take such action as the Security Trustee may reasonably require in connection with:
 - (i) any application by the Security Trustee to have this Deed designated an exempt information document under Land Registration Rules 2003 rule 136; and
 - (ii) any person's application under Land Registration Rules 2003 rule 137 for disclosure of this Deed following its designation as an exempt information document.
- (b) Each Chargor must notify the Security Trustee in writing:
 - (i) before making any application to have this Deed designated an exempt information document under Land Registration Rules 2003 rule 136;

- (ii) as soon as it receives notice of any person's application under Land Registration Rules 2003 rule 137 for disclosure of this Deed following its designation as an exempt information document; and
- (iii) before making any application under Land Registration Rules 2003 rule 138 for removal of any such designation.

4.5 **Registration of security over Intellectual Property**

- (a) Each Chargor shall, following the occurrence of an Event of Default that is continuing, at the request of the Security Trustee (acting on the instruction of the Noteholders) and at its own reasonable cost, prepare, execute and lodge for registration, recording and/or filing (as the case may require) the documents and forms necessary for:
 - (i) this Deed and any other deed executed pursuant to this Deed relating to its Intellectual Property (or requisite particulars); and
 - (ii) the Security Trustee's interest in the Chargor's Intellectual Property, present and future,

to be registered, recorded or filed (as the case may be) on the relevant register maintained by any relevant patent office or registry whether in the United Kingdom or elsewhere and shall do all acts and things reasonably necessary, including payment of fees, to give effect to such registration, recording or filing or to such future grant of patent.
- (b) Each Chargor must perform its obligations under Clause 4.6(a) promptly and efficiently so as to ensure that the particulars of this Deed and of the Security Trustee's interest are recorded as soon as practicable after the date of request by the Security Trustee.
- (c) Following the occurrence of an Event of Default that is continuing, each Chargor hereby appoints the Security Trustee to act as its agent, at the Chargor's expense, to prepare all such documents and do all things necessary, in the event that the Chargor fails to comply with its obligations under Clause 4.6(a).

5 **REPRESENTATIONS AND WARRANTIES**

- 5.1 Each Chargor represents and warrants to the Security Trustee on the date of this Deed in the terms set out in Schedule 5.
- 5.2 The representations and warranties in Schedule 5 shall survive the execution of this Deed and shall be deemed to be repeated by each Chargor each time Notes are issued.

6 **COVENANTS**

6.1 **Negative Pledge**

Save in respect of the Permitted Security, No Chargor shall create or permit to subsist any mortgage, charge, pledge, lien, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect over any of its respective assets, other than with the prior written consent of the Security Trustee.

6.2 **Restrictions on dealing with Charged Property**

- 6.2.1 No Chargor shall 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 any asset other than (i) pursuant to a transaction which is a Permitted Disposal (as defined in the Loan Note Instrument) or (ii) with the prior written consent of the Secured Parties not to be unreasonably withheld or delayed.
- 6.2.2 No Chargor shall exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the LPA or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same.

6.3 Other Covenants

Each Chargor covenants with the Security Trustee in the terms set out in Schedule 6, all such covenants to commence on the date of this Deed and to continue throughout the Security Period.

7 ENFORCEABILITY

Subject to the provisions of Clause 8, for the purposes of all powers implied by the LPA or any other applicable statute the Secured Liabilities shall be deemed to have become due and payable and this Deed will become immediately enforceable and the powers of the Security Trustee and any Receiver exercisable on the date of this Deed, but, as between the Security Trustee and a Chargor, this Deed shall be enforceable only following the occurrence of an Event of Default which is continuing.

8 ENFORCEMENT OF SECURITY

8.1 Enforcement

Subject to the terms of the Intercreditor Deed, at any time after this Deed has become enforceable pursuant to Clause 7, the Security Trustee shall have power, acting on the instruction of the Secured Parties, to do each and all of the following things:

- (a) enforce the security constituted pursuant to this Deed in accordance with the terms of this Deed and realise and/or otherwise liquidate the Charged Property and/or take possession of all or any part of the Charged Property;
- (b) take such other action under or in connection with this Deed or the Charged Property in accordance with the terms of this Deed.

8.2 Powers of the Security Trustee

- (a) Subject to the terms of the Intercreditor Deed, the Security Trustee may, at any time after this Deed has become enforceable pursuant to Clause 7, exercise, the fullest extent permitted by law, all or any of the powers, authorities and discretions conferred on a Receiver by this Deed, whether as attorney of a Chargor or otherwise and whether or not a Receiver has been appointed.
- (b) The powers of the Receiver set out in this Deed are in addition to, and without prejudice to, all statutory and other powers of the Security Trustee as provided in Clause 9 or otherwise and so that, inter alia, such powers are and remain exercisable by the Security Trustee in respect of that part of the Charged Property in respect of which no appointment of a Receiver by the Security Trustee is from time to time subsisting.

8.3 Appointment of Administrator

Subject to the terms of the Intercreditor Deed, at the time that, or at any time after, the security constituted by this Deed becomes enforceable, whether or not the Security Trustee has entered into or taken possession of the whole or any part of the Charged Property pursuant to this Deed, the Security Trustee may, insofar as permitted by law, at its option and in addition to any right to appoint a Receiver, by writing under the hand of any authorised officer of the Security Trustee, appoint, petition the relevant court to appoint or apply to the court for the appointment of any person to be an administrator of the Company under the Insolvency Act and such person shall, from the effective date of such appointment, be an Administrator.

8.4 Appointment of Receiver

- (a) Subject to the terms of the Intercreditor Deed, at any time after this Deed has become enforceable pursuant to Clause 7, the Security Trustee may, in its absolute discretion, appoint, by writing or by deed, such person or persons (including an officer or officers of the Security Trustee) as the Security Trustee considers appropriate to be Receiver of each Chargor or of the Charged Property or any part thereof and, in the case of an appointment of more than one person, to act together or independently of the other or others.
- (b) The Security Trustee may remove a Receiver and appoint another Receiver and the Security Trustee may also appoint an alternative or additional Receiver.

- (c) Any Receiver will, so far as the law permits, be the agent of each Chargor and the Chargors alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver. The Security Trustee will not be responsible for any misconduct, negligence or default of the Receiver.
- (d) The powers of the Receiver will continue in full force and effect following the liquidation of any of the Chargors.
- (e) The Receiver is not obliged to exercise any or all of the powers set out in this Deed.
- (f) The remuneration of the Receiver may be fixed by the Security Trustee but will be payable by each Chargor. The amount of the remuneration will form part of the Secured Liabilities.
- (g) Subject to Clause 8.4(h), the Receiver shall have the power (in the name or on behalf of each Chargor or in his own name and, in each case, at the cost of the relevant Chargor):
 - (i) to do or omit to do anything which a Chargor could do or abstain from doing in relation to the Charged Property;
 - (ii) to exercise all or any of the powers conferred on an administrative receiver, receiver, manager or receiver and manager by statute or common law (including, without limitation, Schedule 1 of the Insolvency Act 1986, regardless of whether the Receiver is an administrative receiver or could be so appointed) or upon receivers by the LPA or any other statutory provision (even if he is not appointed under the LPA or such other statutory provision), and
 - (iii) to exercise all or any of the powers set out in Schedule 4.
- (h) The Security Trustee may, in writing, either in its appointment of a Receiver or by subsequent notice to that Receiver, restrict the right of such Receiver to exercise all or any of the powers conferred on Receivers by this Deed.

9 APPLICATION, VARIATION AND EXTENSION OF STATUTORY PROVISIONS

9.1 Application of statutory covenants

The covenants set out in sections 2 to 5 of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to bind a Chargor only if, in any case, the relevant covenant imposes upon a Chargor a burden, liability or obligation that would not otherwise arise under this Deed.

9.2 Conditions applicable to power of sale

- (a) For the purposes only of section 101 of the LPA, (but otherwise subject to the provisions of Clause 8), the conditions set out in that section as to when such powers arise do not apply and the Secured Liabilities become due and the statutory power of sale and other powers of enforcement arise immediately following the execution of this Deed provided that the Security Trustee shall not exercise such power of sale until the security constituted by this Deed becomes enforceable pursuant to Clause 7; and
- (b) the Security Trustee and any Receiver may exercise the statutory power of sale conferred by the LPA free from the restrictions imposed by section 103 of the LPA, which shall not apply to this Deed.

9.3 Extension of powers of sale

- (a) The power of sale and the other powers conferred by the LPA or otherwise are extended and varied to authorise the Security Trustee in its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do or exercise under this Deed.
- (b) The Security Trustee and any Receiver shall also have and enjoy all the other powers, privileges, rights and protections conferred by the LPA and the Insolvency Act on mortgagees, receivers or administrative receivers (each as amended and extended by this Deed and whether or not a receiver or administrative receiver has been

appointed) but so that if there is any ambiguity or conflict between the powers contained in such statutes and those contained in this Deed, those contained in this Deed shall prevail.

9.4 Consolidation of mortgages

Any restriction on the power of sale or the right of a mortgagee to consolidate mortgages conferred by law (including under Section 93 of the LPA) does not apply to this Deed nor to any security given to the Security Trustee pursuant to this Deed.

9.5 Powers of leasing - Chargor

The statutory and other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by a Chargor in relation to the Charged Property or any part thereof.

9.6 Powers of leasing - Security Trustee

The restrictions on the powers of the Security Trustee or the Receiver to grant leases or to accept the surrender of leases in sections 99 and 100 of the LPA do not apply to this Deed.

9.7 LPA provisions relating to appointment of Receiver

Section 109(1) of the LPA shall not apply to this Deed.

9.8 Application of proceeds

Sections 105, 107(2), 109(6) and 109(8) of the LPA will not apply to the Security Trustee nor to a Receiver appointed under this Deed.

10 APPLICATIONS OF PROCEEDS

10.1 Recoveries by Receiver

The proceeds arising from the exercise of the powers of an Enforcement Party under this Deed will, subject to any claims ranking in priority to the Secured Liabilities and subject to the terms of the Intercreditor Deed, be applied by or at the direction of the Enforcement Party in or towards discharging or satisfying, in the following order of priority:

- (a) the costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration; and
- (b) any costs, charges, expenses and liabilities of or incurred by any Enforcement Party in the exercise of any of its powers including all rents, taxes, rates and outgoings whatever affecting the Charged Property, all premiums on Insurances properly payable under this Deed or any applicable statute, the cost of executing necessary or proper repairs to the Charged Property carried out by an Enforcement Party, and the payment of annual sums or other payments, and the interest on all principal sums, having priority to the Secured Liabilities;
- (c) the Secured Liabilities, in such order as the Security Trustee may determine and in accordance with the terms of the Investor Loan Notes and the Intercreditor Deed; and
- (d) any surplus shall be paid to the Chargors or any other Person who may be entitled to it.

10.2 Right of appropriation

The Security Trustee is entitled to appropriate money and/or assets to Secured Liabilities in such manner or order as it thinks fit and any such appropriation shall override any appropriation by a Chargor.

10.3 Insurances and Compensation

All monies received by virtue of any Insurances and all Compensation received shall be paid to a Bank Account.

11 PROTECTION OF THIRD PARTIES

11.1 No duty to enquire

A buyer from, tenant or other person dealing with any Enforcement Party will not be concerned to enquire whether any of the powers which it has exercised or purported to exercise has arisen or become exercisable and may assume that it is acting in accordance with this Deed.

11.2 Receipt conclusive

The receipt of the Security Trustee or any Receiver shall be an absolute and a conclusive discharge to a purchaser of the Charged Property and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Trustee or any Receiver.

12 PROTECTION OF SECURITY TRUSTEE AND THE RECEIVER

12.1 Security Trustee's receipts

Neither Security Trustee nor the Receiver shall be obliged to account to any Chargor, nor to any other person, for anything other than its own actual receipts which have not been distributed or paid to the person entitled (or who the Security Trustee, acting reasonably, believes to be entitled) in accordance with the requirements of this Deed.

12.2 Exclusion of liability

- (a) No Enforcement Party will be liable to any Chargor for any expense, loss liability or damage incurred by a Chargor arising out of the exercise of its rights or powers or any attempt or failure to exercise those rights or powers, except for any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct.
- (b) A Chargor may not take any proceedings against any officer, employee or agent of any Enforcement Party in respect of any claim it might have against such Enforcement Party or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Deed.
- (c) Any officer, employee or agent of any Enforcement Party may rely on this Clause 12 under the Third Parties Act.

12.3 Effect of possession

If the Security Trustee or any Receiver enters into possession of the Charged Property or any of them, this will not oblige either the Security Trustee or the Receiver to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable, and if the Security Trustee enters into possession at any time of the Charged Property or any of them it may at any time at its discretion go out of such possession.

12.4 Chargor's indemnity

At any time after this Deed has become enforceable pursuant to Clause 7, each Chargor agrees with the Security Trustee to indemnify the Security Trustee and any Receiver or Delegate on demand against any costs, loss or liability incurred by any of them in respect of:

- (a) any exercise of the powers of the Security Trustee or the Receiver or any attempt or failure to exercise those powers; and
- (b) anything done or omitted to be done in the exercise or purported exercise of the powers under this Deed or under any appointment duly made under the provisions of this Deed,

except (in each case) for any cost, loss or liability arising from an Enforcement Party's gross negligence or wilful misconduct.

13 POWERS OF ATTORNEY

13.1 Grant of power

- (a) at any time after this Deed has become enforceable pursuant to Clause 7, each Chargor irrevocably and by way of security appoints the Security Trustee and each Receiver and any person nominated for the purpose by the Security Trustee or the Receiver (in writing, under hand, signed by an officer of the Security Trustee or by the Receiver) severally to be the attorney of that Chargor (with full power of substitution and delegation) for the purposes set out in Clause 13.2 below.
- (b) Any delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Trustee and the Receiver consider fit and neither the Security Trustee nor any Receiver will be in any way liable for any act, default, omission or misconduct on the part of any Delegate, provided delegation and the continuation of the delegation is undertaken in good faith.

13.2 Extent of power

The power of attorney granted in Clause 13.1 above allows the Security Trustee, the Receiver or such nominee, in the name of each Chargor, on its behalf and as its act and deed to:

- (a) perfect the security given by that Chargor under this Deed; and
- (b) execute, seal and deliver (using that Chargor's seal where appropriate) any document or do any act or thing which that Chargor may, ought or has agreed to execute or do under this Deed or which the Security Trustee, the Receiver or such nominee may in their absolute discretion consider appropriate in connection with the exercise of any of the rights, powers, authorities or discretions of the Security Trustee or the Receiver under, or otherwise for the purposes of, this Deed.

13.3 Ratification

Each Chargor covenants with the Security Trustee to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with this Clause 13.

14 NOTICES

14.1 Communications in writing

Any communication to be made under or in connection with this Deed will be made in writing and, unless otherwise stated, may be made by fax or by letter.

14.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

- (a) in the case of each Chargor, that identified with its name in Schedule 1 or the address of relevant Chargor's registered office as notified to the Registrar of Companies from time to time and marked for the attention of the CEO and Finance Directors;
- (b) in the case of the Security Trustee, that identified with its name below,
or any substitute address, fax number or department or officer as the Party may notify to the other Parties, by not less than five Business Days' notice.

The Security Trustee's address:

Piper PE LLP	Address:	Eardley House, 182-184 Campden Hill Road, London, W8 7AS
	Fax:	Not Applicable
	Marked for the attention of:	Dan Stern

14.3 Service

- (a) Any notice served by the Security Trustee, any Receiver or administrator on a Chargor by post shall be deemed to have been served at 10.00 am on the second business day following that on which it is posted unless:
 - (i) the notice shall be posted after the time at which the last post collection is made in which case it shall be deemed to be served at 10.00 am on the third business day following; or
 - (ii) there is a national or local suspension, curtailment or disruption of general postal services which affects the collection of the notice.

A notice sent to a Chargor's registered office as notified to the Registrar of Companies at the relevant time will be deemed properly served even if it is returned as undelivered.
- (b) Any notice served personally on a Chargor by leaving it at the address specified above or at a Chargor's registered office as notified to the Registrar of Companies at the relevant time will be deemed to be served at the time when it is left at such place.
- (c) A notice served on a Chargor by way of fax, will be deemed to be served at the moment of dispatch (unless dispatched after 5.00 pm in which case it will be deemed served at 9.00 am on the following business day).
- (d) Any communication or document to be made or delivered to the Security Trustee will be deemed to be served only when actually received by the Security Trustee and then only if it is expressly marked for the attention of the department or officer identified above.
- (e) In this Clause the expression "notice" includes any demand, consent or other communication made under or in relation to this Deed.
- (f) The methods of service described in this Clause will not affect the validity of any other effective method of service.

15 MISCELLANEOUS PROVISIONS

15.1 Powers, rights and remedies cumulative

The powers, rights and remedies provided in this Deed are in addition to (and not instead of) powers, rights and remedies under law.

15.2 Payments

All payments required to be made under this Deed shall be calculated without reference to any set off or counterclaim and shall be made free and clear of and without any deduction for or on account of any set off or counterclaim, and without deduction or withholding for, or on account of, any tax except to the extent that a Chargor is compelled by law to make a tax deduction on any sums payable under this Deed.

15.3 Exercise of powers, rights and remedies

If an Enforcement Party fails to exercise any power, right or remedy under this Deed or delays its exercise of any power, right or remedy, this does not mean that it waives that power, right or remedy. If an Enforcement Party exercises, or partly exercises, a power, right or remedy

once, this does not mean that it cannot exercise such power right or remedy again, fully or in part.

15.4 Discretion

(a) The Security Trustee may decide:

- (i) whether and, if so, when, how and to what extent (i) to exercise its rights under this Deed and (ii) to exercise any other right it might have in respect of a Chargor (or otherwise); and
- (ii) when and how to apply any payments and distributions received for its own account under this Deed,

and no Chargor has any right to control or restrict the Security Trustee's exercise of this discretion.

(b) No provision of this Deed will interfere with the Security Trustee's right to arrange its affairs as it may in its absolute discretion decide (nor oblige it to disclose any information relating to its affairs), except as expressly stated.

15.5 Power to establish new account

If the Security Trustee receives notice of a subsequent mortgage or charge relating to the Charged Property, it will be entitled to close any account and to open a new account in respect of the closed account. If the Security Trustee does not open such new account, it will in any event be treated as if it had done so at the time when it received such notice.

15.6 Information

Each Chargor authorises the holder of any prior or subsequent security to provide to the Security Trustee, and the Security Trustee to receive from such holder, details of the state of account between such holder and such Chargor.

15.7 No assignment by Chargor

No Chargor may assign, novate or otherwise deal with its rights or obligations under or interests in this Deed, except with the prior written consent of the Security Trustee.

15.8 Avoidance of settlements and other matters

(a) Any payment made by a Chargor, or settlement or discharge between a Chargor and the Security Trustee, is conditional upon no security or payment to the Security Trustee by such Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency, administration or liquidation for the time being in force and accordingly (but without limiting the Security Trustee's other rights under this Deed) the Security Trustee shall be entitled to recover from such Chargor the value which the Security Trustee has placed upon such security or the amount of any such payment as if such payment, settlement or discharge had not occurred.

(b) If the Security Trustee, acting reasonably, considers that any amount paid by a Chargor in respect of the Secured Liabilities is capable of being avoided or ordered to be refunded or reduced for the reasons set out in Clause 15.8(a), then for the purposes of this Deed such amount shall not be considered to have been irrevocably paid.

15.9 Release of security

(a) On the expiry of the Security Period (but subject to Clause 15.8) the Security Trustee shall at the request and reasonable cost of the Chargors take whatever actions as may be necessary to release, re-assign or discharge (as appropriate) the Charged Property from the security constituted hereby or pursuant hereto.

(b) No payment to the Security Trustee (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of a Chargor in respect of which it was made unless and until the Security Trustee shall have received payment in full in the currency in which the obligation or liability was incurred and to the extent that the amount of any such payment shall on actual conversion into such currency fall short

of such obligation or liability expressed in that currency the Security Trustee shall have a further separate cause of action against such Chargor and shall be entitled to enforce the security constituted by this Deed to recover the amount of the shortfall.

15.10 Formalities

This Deed is intended to be a deed even if any Party's execution is not in accordance with the formalities required for the execution of deeds.

15.11 Partial invalidity

- (a) If, at any time, any provision of this Deed is or is found to have been illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this does not affect the legality, validity or enforceability of the other provisions of this Deed, nor the legality, validity or enforceability of the affected provision under the law of any other jurisdiction.
- (b) If any Party is not bound by this Deed (or any part of it) for any reason, this does not affect the obligations of each other Party under this Deed (or under the relevant part).

15.12 Other security

This Deed is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other security or guarantee which the Security Trustee may now or at any time after the date of this Deed hold for or in respect of the Secured Liabilities.

15.13 Conflict

If there is any conflict between the provisions of this Deed and the Loan Note Instrument, the Loan Note Instrument shall prevail.

15.14 Consideration

Each Chargor has entered into this Deed in consideration of the Secured Parties agreeing to provide (or to continue to provide) finance facilities to the Company on the terms agreed between them.

15.15 Counterparts

If the Parties execute this Deed in separate counterparts, this Deed will take effect as if they had all executed a single copy.

16 APPLICABLE LAW AND JURISDICTION

16.1 Applicable law

This Deed, the relationship between the parties and all matters arising out of or in any way relating to this Deed (whether in contract, tort or otherwise) shall be governed by, and interpreted in accordance with, English law.

16.2 Submission to Jurisdiction

Subject to Clause 16.3, each Party agrees that the courts of England (except if otherwise set out in this Deed) shall have exclusive jurisdiction to settle any dispute (including, claims for set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by this Deed or otherwise arising in connection with the same and for such purposes irrevocably submit to the jurisdiction of the English courts.

16.3 Non exclusivity

Nothing in this Clause 16 limits the right of a Party to bring proceedings against another Party in connection with this Deed:

- (a) in any other court of competent jurisdiction; or
- (b) concurrently in more than one jurisdiction.

This Deed is made and delivered as a deed on the date given on page 1.

SCHEDULE 1
Part 1
Original Chargors

Name	Company No.	Registered Office
FI Holdings Limited	10628677	Eardley House, 182-184 Campden Hill Road, London, United Kingdom, W8 7AS
Flat Iron Steak Limited	08177784	Solutions 4 Caterers Ltd, The Meads Business Centre, Kingsmead, Farnborough, England, GU14 7SR

Part 2
Details of Property

	Title Freehold/Leasehold	Property Description	Title Number
1	Leasehold	17 Beak Street, Soho, London, W1F 9RW	NGL929707
2	Leasehold	9 Denmark Street, Soho, London, WC2H 8LS	NGL934480
3	Leasehold	17/18 Henrietta Street, Covent Garden, WC2E 8QH	NGL954977
4	Leasehold	77 Curtain Road, Shoreditch, London, EC2A 3BS	AGL268132
5	Leasehold	46 Golborne Road, London, W10 5PR	BGL71468
6	Leasehold	47-51 Caledonian Road, King's Cross, London, N1 9BU	AGL293711

Part 3
Shares

	Name of Subsidiary	Relevant Chargor	Company No	No and Class of Shares (and where held by nominees the names of nominees)
1	Flat Iron Steak Limited	FI Holdings Limited	08177784	1,059 ordinary A shares of £0.001 each; 335 ordinary B shares of £0.001 each; and 108 C shares of £0.001 each.

Part 4
Mortgaged Chattel Assets

	Asset
	None.

SCHEDULE 2

Notices

Part 1

Form of notice to counterparties of agreements relating to Secured Contractual Rights

To: *[name and address of counterparty]*

Dated: *[date]*

Dear Sirs,

[here identify relevant agreement] **[the Contract]** made between (1) **[•]** (the **Chargor**) and (2) *[here insert name of counterparty]*

We hereby notify you that by a debenture dated *[date]* 201[•] (the **Debenture**) made by, inter alia, the Chargor in favour of Piper PE LLP (the **Security Trustee**) the Chargor has assigned to the Security Trustee as *[first]* priority chargee and assignee all of the Chargor's rights, title and interest (including rights of enforcement) in the Contract as security for certain obligations now or hereafter owed by the Chargor to the Secured Parties (as defined therein).

We further notify and irrevocably and unconditionally instruct and authorise you that:

- 1 the Chargor may not agree to amend, modify or terminate the Contract without the prior written consent of the Security Trustee;
- 2 subject to paragraph 1 above, you may continue to deal with the Chargor in relation to the Contract until you receive written notice to the contrary from the Security Trustee. Thereafter the Chargor will cease to have any right to deal with you in relation to the Contract and therefore from that time you should deal only with the Security Trustee;
- 3 you are authorised to disclose information in relation to the Contract to the Security Trustee on request without any enquiry by you as to the justification for such disclosure or reference to or further authority from the Chargor;
- 4 (if separately instructed in writing to do so by the Security Trustee) you must pay or release all monies to which the Chargor is entitled under the Contract direct to the following account [];
- 5 you must supply copies of all notices and other information under the Contract to the Security Trustee; and
- 6 the provisions of this notice may only be revoked with the written consent of the Security Trustee.

Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to the Chargor) by way of confirmation that:

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

The provisions of this notice are governed by English law.

Yours faithfully,

for and on behalf of

[Chargor]

To: [Piper PE LLP] (as Security Trustee)

Copy to: [Chargor]

We hereby acknowledge receipt of the above notice and confirm our agreement to the matters set out in paragraphs (a) and (b) above.

Signed:.....

for and on behalf of [*name of counterparty*]

Dated: [date] 201●

Part 2

Date: * []

We hereby give you notice that we have assigned and charged pursuant to a debenture dated 201 entered into by us in favour of Piper PE LLP acting as security trustee for itself and others (the **Trustee**) all our right, title and interest in and to all rights and claims to which we are now or at any time hereafter may become entitled in relation to the policies of insurance listed below and all renewals and extensions thereof (the **Insurances**), including all claims and all moneys which may at any time be or become paid or payable to us under or in respect of the Insurances (including the proceeds of any claims, awards or judgments and any returns of premium) under Policy No. [].

Notwithstanding the assignment and charge referred to above or the making of any payment by you to the Trustee pursuant to it:

- Please acknowledge receipt of this notice of assignment and charge and confirm that you will pay all sums under or in respect of the Insurances (other than as stated above) and comply with the other provisions of this notice by signing the acknowledgement attached to this notice and returning the duplicate copy to the Trustee at Eardley House, 182-184 Campden Hall Road, London, W8 7AS, marked for the attention of [].

[Chargor]

We acknowledge receipt of a notice of charge of which this is a copy and agree that we will pay all moneys in respect of the insurances as directed in the notice and will comply with the other terms of that notice. We confirm that we have not received any other notice relating to the insurances.

.....
*[Insurer]]

SCHEDULE 3
Form of Notice to Account Bank

To: [] (the **Account Bank**)

Dated: [date] 201*

Dear Sirs,

Account No's: [] (the "**Accounts**")

Account Sort Code: []

Account Holder: [] (the "**Chargor**")

We hereby notify you that by a debenture dated [date] 201* (the **Debenture**) made by the Chargor in favour of [Piper PE LLP] as trustee (the **Security Trustee**) the Chargor has charged to the Security Trustee all its right, title and interest in the monies from time to time standing to the credit of the Accounts and of any other accounts from time to time maintained with you by the Chargor (the **Charged Accounts**) and to all interest (if any) accruing on the Charged Accounts.

We hereby irrevocably and unconditionally authorise and instruct you:

- (A) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Trustee and accordingly to pay all or any part of those monies to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee to that effect;
- (B) to disclose to the Security Trustee such information relating to the Chargor and the Charged Accounts as the Security Trustee may from time to time request you to provide.

We also advise you that:

- 1 the Security Trustee may separately declare and instruct you in writing that the Chargor may not withdraw any monies from the Charged Accounts without first having produced to you the prior written consent of the Security Trustee to such withdrawal; and
- 2 the provisions of this Notice may only be revoked or varied with the prior written consent of the Security Trustee.

Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to the Chargor) 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 the Chargor has assigned 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; and
- (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 Account other than pursuant any rights of set off or combination provided pursuant to the Loan Note Instrument.

By counter-signing this notice the Security Trustee confirms that the Chargor may make withdrawals from the Charged Accounts until such time as the Security Trustee shall notify you (with a copy to the Chargor) in writing that such permission is withdrawn. Such permission may be withdrawn or modified by the Security Trustee in its absolute discretion at any time.

The provisions of this notice are governed by English law.

Yours faithfully

for and on behalf of
[Chargor]

Countersigned by

.....
for and on behalf of
Piper PE LLP

To: [Piper PE LLP]
Copy to: [•]

We hereby acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a), (b) and (c) above.

for and on behalf of
[]

Dated: [date] 201•

SCHEDULE 4
Receiver's Powers

The Receiver will have the following further powers and authority with respect to each Chargor:

1 Possession and use

- 1.1 to enter upon, take possession of, get in, collect and use the same for any purpose, the Charged Property or any part thereof;
- 1.2 to collect and get in all rents, fees, charges or other income of the Charged Property (whether accrued before or after the date of his appointment);

2 Carry on business

generally to manage the Charged Property and to manage or carry on, reconstruct, amalgamate, diversify or concur in carrying on the business of the Chargor or any part of it as he may think fit;

3 Disposal of Charged Property

to sell, exchange, license, surrender, release, disclaim, abandon, return or otherwise dispose of or in any way whatsoever deal with the Charged Property or any interest in the Charged Property or any part thereof for such consideration (if any) and upon such terms (including by deferred payment or payment by instalments) as he may consider appropriate and to concur in any such transaction;

4 Sale of business

to sell or concur in selling the whole or any part of the Chargor's business whether as a going concern or otherwise;

5 Lease of Charged Property

to grant any leases whatsoever and to let on hire, lease or sell on condition and to grant rights, options, licences, easements or servitudes over the whole or any part of the Charged Property and (with or without consideration) to rescind, surrender or disclaim or accept or agree to accept surrenders or disclaimers of leases, hire purchase contracts or agreements relating to or affecting any of the Charged Property in such circumstances, to such persons (including to the Security Trustee), for such purposes and upon such terms whatsoever as he may consider appropriate and also to vary the terms of any lease or contract affecting any of the Charged Property and to act in relation to any review of the rent or provide payments under such a lease in such manner as he may consider appropriate;

6 Acquisition

- 6.1 to purchase or acquire any land and purchase, acquire or grant any interest in or right over land;
- 6.2 to take a lease or tenancy of any property required or convenient for the business of the Chargor or the exercise of the Receiver's powers under this Deed;

7 Leases

to exercise on behalf of the Chargor and without the consent of or notice to the Chargor 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 leasehold property, landlord and tenant, rents, housing or agriculture in respect of the Property;

8 Borrowing

for the purpose of exercising any of the rights, powers, authorities and discretions conferred on the Receiver by or pursuant to this Deed and/or for defraying any losses or Expenses which may be incurred by him in their exercise and/or in order to obtain payment of his remuneration (whether or not it is already payable) or for any other purpose, to raise or borrow moneys from any person or incur any other liability on such terms, whether secured or unsecured, as he may think fit, and whether to rank in priority to this security or not;

- 9 **Employment**
- to appoint and discharge employees, officers, consultants, advisers, managers, agents, solicitors, accountants or other professionally qualified persons, workmen and others for any of the purposes of this deed or to guard or protect the Charged Property upon such terms as to remuneration or otherwise as he may think fit and to discharge any such persons appointed by the Chargor prior to his appointment;
- 10 **Legal actions and compromises**
- 10.1 in the name of the Chargor, to bring, prosecute, enforce, defend and discontinue all such actions, suits and proceedings, in relation to the Chargor, the business of the Chargor or the Charged Property as in any case he shall think fit;
- 10.2 to settle, adjust, refer to arbitration or expert determination, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the Chargor or relating in any way to the Charged Property;
- 11 **Receipts**
- to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Charged Property;
- 12 **Works and maintenance**
- to obtain authorisations for and to carry out on the Property any new works or complete any unfinished works of development, building, alteration, replacement, reconstruction, maintenance, repair, renewal, improvement, furnishing or equipment;
- 13 **Contracts**
- to enter into, vary, cancel or waive any of the provisions of any contracts which he shall in any case think expedient in the interests of the Chargor or the Security Trustee;
- 14 **Supplies**
- to purchase materials, tools, equipment, goods or supplies on such terms and at such price as the Receiver in the Receiver's absolute determination thinks fit;
- 15 **Insurances and bonds**
- to insure the Charged Property, any assets acquired by the Receiver in exercise of his powers, and any business or works, and effect indemnity insurance or other similar insurance, in every case in such amounts, against such risks and with such offices as the Receiver shall think fit, and obtain bonds and give indemnities and security to any bondsmen;
- 16 **Severance Rights**
- to sever fixed plant, machinery or other Fixtures and store, sell or otherwise deal with them separately from the Property to which they may be annexed;
- 17 **Chattels**
- to remove, store, sell or otherwise deal with any chattels located at the Property
- 18 **Form company**
- 18.1 to promote or establish any company or to acquire shares in any company (whether as a subsidiary of the Chargor or otherwise) to facilitate the exercise of his powers under this Deed;
- 18.2 to transfer to any such company all or any of the Charged Property or other assets acquired by the Receiver in exercise of his powers;
- 18.3 to exercise or cause to be exercised all voting and other rights attaching to, and to charge, sell or otherwise transfer any shares in any such company;
- 19 **Voting Rights**
- to exercise all voting and other rights attaching to the Investments and all other stocks, shares and securities owned by the Chargor and comprised in the Charged Property in such manner as he may think fit;

20 **Calls**

to make, or require the directors of the Chargor to make, calls conditionally or unconditionally on the members of the Chargor in respect of uncalled capital; and take action to enforce payment of unpaid calls;

21 **Transaction**

to carry into effect and complete any transaction;

22 **Redeem security**

to redeem any prior security (or procure the transfer of such security to an Enforcement Party) and settle and pass the accounts of the person entitled to the prior security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;

23 **General**

either in the name of the Chargor or in the name of the Receiver to execute documents and do all other acts or things which the Receiver may consider to be incidental or conducive to any of the Receiver's powers or to the realisation or use of the Charged Property.

SCHEDULE 5

Representations and Warranties

Subject to any specific disclosures made to the Security Trustee and the Secured Parties pursuant to a disclosure letter dated on or around the date of this Deed and any matters of which the Security Trustee or a Secured Party is aware, each Chargor represents and warrants to the Security Trustee that:

- 1 the Shares specified in Part 3 of Schedule 1 (if any) are at the date of this Deed the only Shares legally and beneficially owned by it (subject to being duly stamped and registered);
- 2 it is the sole beneficial owner of the Shares and (save where the Shares have been registered in the name of the Security Trustee or its nominee pursuant to the provisions of this Deed) it and/or its nominee is the absolute legal owner of the Shares;
- 3 the Shares are fully paid and neither the Shares nor the Distribution Rights are subject to any lien, charge, equity, encumbrance, option to purchase or similar rights of any person other than the Security Trustee, except for security permitted under the terms of the Loan Note Instrument;
- 4 it is the legal and beneficial owner of the Property for the estate set out in relation to each part of the Property in Part 1 of Schedule 2;
- 5 the Property is free from any tenancies or licences;
- 6 nothing has arisen or been created or is subsisting which would be an overriding interest over the Property;
- 7 there is no dispute regarding boundaries, easements, covenants or other matters relating to any part of the Property or its use which the Chargor believes, or has reasonable grounds to believe, is likely to be adversely determined and, which if so, would have a material adverse affect on the marketability of the Property or the use of the Property for the purposes for which it is currently used; and
- 8 there is no covenant, restriction, burden, stipulation or outgoing (other than usual business outgoings) affecting the Property.

SCHEDULE 6

Covenants

The Chargor covenants with the Security Trustee as follows:

1 Compliance with laws

to comply in all respects with all laws to which it may be subject, if failure so to comply would be reasonably likely to materially impair its ability to perform its obligations under the Loan Note Instrument or this Deed.

2 Authorisations

To promptly:

2.1 obtain, comply with and do all that is necessary to maintain in full force and effect; and

2.2 upon request, supply certified copies to the Security Trustee of,

any authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under this Deed and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of this Deed.

3 Collection of Book Debts

3.1 It will:

3.1.1 subject to the terms of any Permitted Security, collect and realise (as agent for the Security Trustee) all Charged Debts and pay such amounts into a Bank Account and pending such payment it will hold all such money upon trust for the Security Trustee;

3.1.2 not, without the prior written consent of the Security Trustee (acting on the instruction of the Noteholders (acting reasonably)), (aside from as otherwise done so pursuant to the Permitted Security) charge, factor, discount or assign any of the Charged Debts, in favour of any other person or purport to do so; and

3.1.3 if an Event of Default has occurred and is continuing and if called upon to do so by the Security Trustee (acting on the instruction of the Noteholders (acting reasonably)), execute a legal assignment of the Charged Debts in such terms as the Security Trustee (acting reasonably) may require, give notice of that legal assignment to the debtors from whom the Charged Debts are due, owing or incurred and take any such other steps as the Security Trustee (acting reasonably) may require to perfect such assignment.

4 Shares and other Investments

4.1.1 It will promptly following receipt of the same deliver to the Security Trustee copies of all notices, circulars, letters, reports, accounts and other communications with shareholders relating to its holding of the Shares.

4.1.2 It will pay all calls or other payments due and payable in respect of any of the Shares and if it fails to do so the Security Trustee may pay the calls or other payments on its behalf.

4.1.3 Save with the prior written consent of the Security Trustee (acting reasonably), or as otherwise permitted pursuant to the Investment Documents, it will not:

(a) take any action by or as a consequence of which the rights attaching to the Shares are altered or diluted or the issued capital of any of the companies whose Shares are charged by this Deed increased;

(b) participate in any rights issue relating to the Shares; nor

(c) apply for, or consent to, the conversion of any Shares held in certificated form into uncertificated form.

4.1.4 Forthwith upon execution of this Deed or upon any subsequent acquisition by it of Shares which are held within CREST or otherwise in uncertificated form, it will provide to the Security Trustee particulars of such Shares in which it is interested and will give

such instructions and enter into such documents as the Security Trustee may reasonably require to perfect the security over such Shares created by this Deed.

- 4.1.5 Save to the extent such documents are held by the beneficiary of any Permitted Security, within 15 Business days of the execution of this Deed it will deliver to the Security Trustee (or as it shall direct) all bearer instruments, share certificates and other documents of title to or evidence of ownership of the Investments and/or the Distribution Rights owned by it or in which it has an interest together with (in the case of Shares, other than bearer instruments, held in certificated form) instruments of transfer in respect of each of the same executed in blank (except for the number and class of Shares and the name of the transferor) and left undated.
- 4.1.6 If it acquires Investments, whether pursuant to its Distribution Rights or for any other reason, after the date of this Deed the provisions of Paragraph 4.1.3 and the remaining provisions of this Paragraph 4 shall apply to such Investments
- 4.1.7 Subject to the terms of the Intercreditor Deed and any Permitted Security, the Security Trustee may at any time following the occurrence of an Event of Default which is continuing complete the instruments of transfer on behalf of the Chargor in favour of itself or such other person as it shall select, and the Chargor shall procure that such instruments of transfer are forthwith registered in the relevant Company and that share certificates in the name of the Security Trustee and/or its nominee(s) in respect of the Shares to which such instrument of transfer relates are delivered to the Security Trustee as soon as reasonably practicable, but in any event no later than 5 days after the date upon which the Security Trustee has delivered the relevant instrument of transfer.
- 4.1.8 Until the occurrence of an Event of Default which is continuing:
 - (a) the Chargor will be entitled to receive and retain all dividends, distributions, interest and other monies paid on or derived from the Investments; and
 - (b) will be entitled to exercise all voting and other rights and powers attaching to the Shares, provided that it will not exercise any such voting rights or powers in a manner which would materially prejudice the value of, or the ability of the Security Trustee to realise, the security created by this Deed.
- 4.1.9 Subject to the terms of the Intercreditor Deed and any Permitted Security, upon the occurrence of an Event of Default and while it is continuing any dividends, distributions interest or other monies paid on or derived from the Investments will be received by the Chargor on trust for the Security Trustee and the Chargor shall if the Security Trustee so requires thereafter exercise all voting and other rights and powers attaching to the Shares as the Security Trustee shall direct.
- 4.1.10 At any time when any Investments are registered in the name of the Security Trustee or its nominee and for so long as there is no Event of Default which is continuing the Security Trustee will (so far as is consistent with the security created by this Deed) exercise any applicable voting or other rights and powers in accordance with the directions of the Chargor and all dividends, payments or other distributions attributable to such Investments shall be paid to the relevant Chargor, but upon the occurrence of an Event of Default and so long as it is continuing the Security Trustee may exercise or refrain from exercising such voting or other rights and powers as it thinks fit but in any case the Security Trustee will not be under any duty to ensure that any dividend, 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 by it or its nominee 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.

5 Deposit of documents

Save to the extent such documents are retained, or held to the order of, any beneficiary of the Permitted Security, it will promptly at the Security Trustee's written request deposit with the Security Trustee (or as the Security Trustee directs):

- 5.1.1 all deeds and documents of title relating to the Property including official copies of Land Registry entries, counterpart leases, licences, and any other deeds or documents necessary or desirable to assist the Security Trustee to enforce the security created by this Deed;
- 5.1.2 policies of insurance in respect of which the proceeds of any claims are assigned or charged pursuant to this Deed; and
- 5.1.3 all such other documents relating to the Charged Property as the Security Trustee may from time to time reasonably require.

6 Retention of documents

The Security Trustee may retain any document delivered to it pursuant to Paragraph 5 or otherwise until the end of the Security Period or, if earlier, the date on which the security over the Charged Property to which that document relates has been released or that Charged Property has been disposed of in accordance with the Loan Note Instrument and if, for any reason other than its own negligence it ceases to hold any such document before such time, it may by notice to the Chargor require that the relevant document be redelivered to it and the Chargor must promptly comply (or procure compliance) with such notice.

7 Power to remedy

If the Chargor fails to comply with any of the covenants and undertakings set out in this Schedule it will allow (and hereby irrevocably authorises) the Security Trustee and/or such persons as the Security Trustee nominates to take such action (including the making of payments) on behalf of the Chargor as is reasonably necessary to ensure that such covenants are complied with.

8 Property

It will not without the prior written consent of the Security Trustee (acting on the instruction of the Noteholders) such consent not to be unreasonably withheld or delayed:

- 8.1.1 demolish all or any part of the Property;
- 8.1.2 destroy or remove from the Property any other of the Charged Property now or at any time after the date of this Deed located in or on the Property;
- 8.1.3 create or permit to arise any material overriding interest, easement or right over the Property;
- 8.1.4 enter into formal negotiations with any competent agency of local or national government with a view to the compulsory acquisition of the Property nor consent to such acquisition;
- 8.1.5 sever or dispose of any fixtures now or at any time hereafter affixed to the Property otherwise than in the ordinary course of maintenance or replacement;
- 8.1.6 grant any lease or otherwise part with or share possession of the Property.

SCHEDULE 7

FORM OF DEED OF ACCESSION

THIS DEED is dated []

BETWEEN:

- (1) [] (registered number []) with its registered office at [] (the **Additional Chargor**);
- (2) [] [for itself and] as agent for each of the [other] Chargors under and as defined in the Debenture referred to below (the **Company**); and
- (3) [] as agent and trustee for the Secured Parties under and as defined in the Debenture referred to below (the **Security Trustee**).

BACKGROUND:

- (A) The Additional Chargor is a [wholly-owned] Subsidiary of [the Company].
- (B) The Company has entered into a security agreement dated [], 201[●] (the Debenture) between the Company, the Chargors under and as defined in the Debenture and the Security Trustee.
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Debenture.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. Interpretation

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed.

2. Accession

- (a) With effect from the date of this Deed the Additional Chargor:
 - (i) will become a party to the Debenture as a Chargor with immediate effect; and
 - (ii) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor. In accordance with the foregoing, the Additional Chargor will with full title guarantee and as beneficial owner now grants to the Security Trustee as trustee for the Secured Parties (i) the assignments, fixed charges, mortgages and other security over its property, rights and assets described in Clauses 3.1 to 3.6 of the Debenture and (ii) the floating charge over its property, rights and assets described in Clause 3.7 of the Debenture, in each case as being granted, created or made by the Chargors thereunder in favour of the Security Trustee as trustee for the Secured Parties to the intent that its assignments, charges, mortgages and other security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution thereof or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession.

3. Security

Without limiting the generality of the other provisions of this Deed and the Debenture, the Additional Chargor:

- (a) charges to the Security Trustee (as trustee for the Secured Parties) by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and specified in Part 1 of the schedule to this Deed (but excluding any heritable or leasehold property situate in Scotland);
- (b) charges to the Security Trustee (as trustee for the Secured Parties) by way of a first legal mortgage all shares owned by it and specified in Part 2 of the schedule to this Deed;
- (c) charges to the Security Trustee (as trustee for the Secured Parties) by way of a first fixed charge all plant, machinery, computers, computer software, office equipment or vehicles owned by it and its interest in any plant, machinery, computers, computer software, office equipment and vehicles in its possession;
- (d) assigns to the Security Trustee (as trustee for the Secured Parties) absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of the agreements specified in Part 3 of the schedule to this Deed;
- (e) charges to the Security Trustee (as trustee for the Secured Parties) by way of a first fixed charge all of its rights in respect of any Intellectual Property Rights specified in Part 4 of the schedule to this Deed;
- (f) charges to the Security Trustee (as trustee for the Secured Parties) by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Bank Account specified in Part 5 of the schedule to this Deed;

4. Miscellaneous

With effect from the date of this Deed:

- (a) the Debenture will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this Deed);
- (b) any reference in the Debenture to **this Deed** and similar phrases will include this Deed and all references in the Debenture to **Schedule 2** (or any part of it) will include a reference to the schedule to this Deed (or relevant part of it); and
- (c) the Company, [for itself and] as agent for each of the [other] Chargors under the Debenture, agrees to all matters provided for in this Deed.

5. Law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

This Deed has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE

PART 1

REAL PROPERTY

Freehold/Leasehold	Description
---------------------------	--------------------

PART 2

SHARES

Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
[]	[]	[]	[]
[]	[]	[]	[]

PART 3

RELEVANT CONTRACTS

Description

PART 4

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

Description

PART 5

BANK ACCOUNTS

Account number	Sort code
-----------------------	------------------

SCHEDULE 8

GUARANTEE PROVISIONS

- 1 The Guarantee is in addition to and shall not merge with or otherwise prejudice or affect or be prejudiced by any other right, remedy, guarantee, indemnity or security and may be enforced without first having recourse to the same or any other bill, note, mortgage, charge, pledge or lien now or hereafter held by or available to the Security Trustee or the other Secured Parties.
- 2 Notwithstanding that the Guarantee ceases to be continuing for any reason whatever the Security Trustee any of the other Secured Parties may continue any accounts of any Chargor or open one or more new accounts and the liability of a Chargor hereunder shall not in any manner be reduced or affected by any subsequent transactions or receipts or payments into or out of any such accounts.
- 3 The liability of each Chargor shall not be affected nor shall the Guarantee be discharged or diminished by reason of.
 - 3.1 any present or future bill, note, guarantee, indemnity, mortgage, charge, pledge, lien or other security or right or remedy held by or available to the Secured Parties becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Secured Parties from time to time dealing with, exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
 - 3.2 the Secured Parties compounding with, discharging, releasing or varying the liability of or granting any time, indulgence or concession to any Chargor or any other person or renewing, determining, varying or increasing any bill, promissory note or other negotiable instrument, accommodation, facility or transaction in any manner whatsoever or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from a Chargor or any other person; or
 - 3.3 any act or omission which would not have discharged or affected the liability of a Chargor had it been principal debtor instead of guarantor or by anything done or omitted which, but for this provision, might operate to exonerate a Chargor.
- 4 Each Chargor warrants to the Secured Parties that it has not taken or received and undertakes that it will not take or receive the benefit of any security from any other Chargor in connection with the Guarantee. If any such security is taken each Chargor hereby declares that such security and all moneys at any time received in respect thereof shall be held on trust for the Secured Parties and as security for the liabilities of such Chargor under this Guarantee.
- 5 Each Chargor hereby agree to pay interest to the Security Trustee for the account of the Secured Parties on all sums demanded under the Guarantee from the date of demand until actual payment (as well after as before any judgment) at the rate of two (2) per cent. above the Interest Rate specified in the Loan Note Instrument calculated on a day to day basis. Such interest shall be compounded monthly but without prejudice to the right of the Security Trustee to require payment of such interest.
- 6 Until the Secured Liabilities have been paid, discharged or satisfied in full, each Chargor agrees not to share in any security held or moneys received by the Security Trustee or any other Secured Party on account of the Secured Liabilities or (unless so instructed by the Security Trustee) to claim or prove in competition with the Secured Parties in the liquidation of any Chargor in respect of any moneys paid by that Chargor to the Security Trustee or any other Secured Party under the Guarantee. If a Chargor receives any payment or other benefit or exercises any set-off or counter-claim or otherwise acts in breach of this Clause anything so received and any benefit derived directly or indirectly by the Chargor therefrom shall be held in trust for the Secured Parties and as security for the liabilities of the Chargor under this Guarantee and Debenture.
- 7 Any money received in connection with the Guarantee may be placed to the credit of a suspense account with a view to preserving the right of each of the Secured Parties to prove for the whole of its claim against each Chargor or any other person liable or may be applied by the Secured Parties in or towards satisfaction of such of the moneys, obligations or liabilities

of the Chargor under the Guarantee as the Security Trustee may from time to time conclusively determine.

- 8 Any release, discharge or settlement between any Chargor and the Security Trustee shall be conditional upon no security, disposition or payment to any of the Secured Parties by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any reason whatever and if such condition shall not be fulfilled the Security Trustee shall be entitled to enforce the Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.
- 9 If the Guarantee is determined or called in by demand made by the Security Trustee, then the Secured Parties may open a new account or accounts with a Chargor, if the Secured Parties do not open a new account or accounts they shall nevertheless be treated as if they had done so at the time of determination or calling in and as from that time all payments made to the Secured Parties shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount for which the Guarantee is available as security at that time.
- 10 The Secured Parties shall not be obliged before taking steps to enforce this Guarantee:
 - 10.1 to take action or obtain judgment in any court against any Chargor or any other person; or
 - 10.2 to make or file any claim in a bankruptcy or liquidation of any Chargor or any other person; or
 - 10.3 to make, enforce or seek to enforce any claim against any Chargor or any other person under any security or other document, agreement or arrangement.
- 11 All sums due and payable by any Chargor under the Guarantee shall be made in full without set-off or counter-claim and free and clear of and (subject as provided in the next sentence) without deduction for or on account of any future or present Taxes.
- 12 If:
 - 12.1 any Chargor is required by any law to make any deduction or withholding from any sum payable by the Chargor to the Security Trustee hereunder; or
 - 12.2 the Security Trustee or any other Secured Party is required by law to make any payment, on account of tax (other than tax on its overall net income) or otherwise, on or in relation to any amount received or receivable by the Secured Parties hereunder;then the sum payable by the Chargor in respect of which such deduction, withholding or payment is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction, withholding or payment, (and after taking account of any deduction, withholding or payment which is required to be made as a result of the increase) the Security Trustee receives and retains a net sum equal to the sum which it and the other Secured Parties would have received and so retained had no such deduction, withholding or payment been made.

EXECUTION PAGE

Company

Executed as a Deed by FI Holdings Limited
acting by PETER WAMP-WACH

a director in the

presence of:

PETER
Director

Name: SIMON HEWES

Address: 3 Temple Quay,
Temple Back East

Occupation: Director

Original Chargors

Executed as a Deed by FI Holdings Limited
acting by PETER WAMP-WACH

a director in the

presence of:

PETER
Director

Name:

Address:

Occupation:

Executed as a Deed by Flat Iron Steak Limited
acting by

a director in the

presence of:

CHARLIE
Director

Name: NATASHA JELLYMAN

Address: 21 TUDOR STREET, LONDON, EC4Y 0D5

Occupation: TRAINEE SALESDOR

Security Trustee

Executed as a deed by **Piper PE LLP** acting by)
its duly appointed attorney in the presence of:)
)

Piper PE LLP

Attorney

.....
Name:

Address:

Occupation: