

MR01

Particulars of a charge

Laserform

712986/13

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebF
Please go to www.com

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT**
You may not use this form to
register a charge where
instrument Use form M

FRIDAY



A3L3JHW3
A08 21/11/2014 #171
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 4 6 8 8 6 4 7

Company name in full PANDORAEXPRESS 2 LIMITED

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 1 4 1 1 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Deutsche Bank AG, London Branch, as security
trustee for itself and certain other secured

Name parties

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes
☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue
☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes
☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

X Weil Gotshal & Manges X

This form must be signed by a person with an interest in the charge

Signature

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name C Sheppard

Company name Weil Gotshal and Manges

Address 110 Fetter Lane

Post town London

County/Region

Postcode E C 4 A 1 A Y

Country UK

DX

Telephone 0207 903 1062



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4688647

Charge code: 0468 8647 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th November 2014 and created by PANDORAEXPRESS 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st November 2014.

9

Given at Companies House, Cardiff on 25th November 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

I certify that, except for material redacted pursuant to s8599 of the Companies Act 2006, this copy instrument is a correct and true copy of the original instrument *Agm Caroline Gershon*

SECURITY ACCESSION DEED

Weil Gotshal + Manges
19 November 2014

THIS SECURITY ACCESSION DEED is made on 14 November 2014

BETWEEN

- (1) PandoraExpress 2 Limited, a company incorporated in England and Wales with registered number 4688647 (the "New Chargor"), and
- (2) Deutsche Bank AG, London Branch as security trustee for itself and the other Secured Parties (the "Security Agent")

RECITAL:

This deed is supplemental to a debenture dated 18 August 2014 between, amongst others, PizzaExpress Financing 1 plc (formerly Twinkle Pizza Holdings plc), PizzaExpress Financing 2 plc (formerly Twinkle Pizza plc), PizzaExpress Group Limited (formerly Twinkle Pizza Holding Co Limited) and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "Debenture")

NOW THIS DEED WITNESSES as follows

1 INTERPRETATION

1.1 Definitions

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

1.2 Construction

Clauses 1 2 (*Construction*) to 1 6 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed

2 ACCESSION OF NEW CHARGOR

2.1 Accession

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

2.2 Covenant to pay

Subject to any limits on its liability specifically recorded in the Senior Debt Documents, the New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay the Secured Obligations when they fall due for payment

2.3 Fixed Security

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

- (a) by way of first legal mortgage, all Material Property together with all buildings and fixtures on that Material Property, and

(b) by way of first fixed charge

- (i) all other interests (not effectively charged under Clause 2.3(a)) in any Material Property together with all buildings and fixtures on such Material Property and the benefit of all other agreements relating to such Material Property,
- (ii) all of its Shares and all corresponding Related Rights,
- (iii) all of its Material Intellectual Property,
- (iv) all of its plant and machinery (except for that validly mortgaged or charged under paragraphs (a) or (b)(i) above),
- (v) all of its Trading Receivables and all rights and claims against third parties in respect of those Trading Receivables,
- (vi) all of its Other Debts and all rights and claims against third parties in respect of those Other Debts
- (vii) all monies standing to the credit of the Operating Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts,
- (viii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets in each case that are material in the context of the business of the Group as a whole,
- (ix) its goodwill and uncalled capital, and
- (x) if not effectively assigned by Clause 2.5 (*Security Assignment*), all its rights, title and interest in (and claims under) the Assigned Agreements

2.4 Floating charge

As further continuing security for the payment of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets and rights not effectively charged by way of fixed charge under Clause 2.3 (*Fixed Security*) or assigned under Clause 2.5 (*Security Assignment*)

2.5 Security Assignment

As further continuing security for the payment of the Secured Obligations, the New Chargor assigns by way of security with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment and discharge in full of the Secured Obligations the Security Agent will at the request and cost of the New Chargor re-assign the Assigned Agreements to the New Chargor (or as it shall direct) without delay and in a manner satisfactory to the new Chargor (acting reasonably). Subject to Clause 7.4 (*Assigned Agreements*) of the Debenture, unless a Declared Default is continuing, the New Chargor may continue to deal with the counterparties to the Assigned Agreements

3 CONSENT OF EXISTING CHARGORS

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

4 CONSTRUCTION OF DEBENTURE

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

5 GOVERNING LAW

This deed and any dispute, proceedings or claims of whatever nature arising out of or in connection with it (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed)

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

SCHEDULE 2

SHARES

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
PandoraExpress 2 Limited	PandoraExpress 3 Limited	12,502 ordinary shares

SIGNATORIES TO SECURITY ACCESSION DEED

THE NEW CHARGOR

EXECUTED as a **DEED** by

PandoraExpress 2 Limited acting by

[Redacted Signature]

Name *Andrew Pellington*

Title *Director*

[Redacted Signature]

Name *Richard Hodgson*

Title *Director*

Notice Details

Address

Facsimile

Attention *Company Secretary*

THE SECURITY AGENT

EXECUTED as a DEED by

Deutsche Bank AG, London Branch

acting by

[Redacted Signature]

Name. Hannan Ward
vice President

Title

[Redacted Signature]

Name Robert Bebb
Vice President

Title.

Notice Details

Address

Fax

Attention Debt and Agency Services

Email