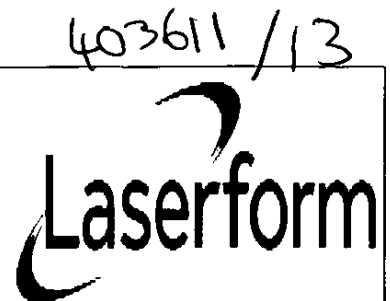


MR01

Particulars of a charge



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

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

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

✗ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR01



THURSDAY

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 9 3 7 1 7 4 9
Company name in full Soul Coffee House 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 02 04 2008 12 01 15

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 HSBC Bank plc

Name

Name

Name

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

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

MR01

Particulars of a charge

4

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

Brief description

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

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

Signature

X *Natara LLP*

X

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

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 Anisha Diwan

Company name Nabarro LLP

Address 125 London Wall

Post town London

County/Region

Postcode E C 2 Y 5 A L

Country

DX DX77 Chancery Lane London

Telephone 0207524 6000



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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9371749

Charge code: 0937 1749 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th August 2015 and created by SOUL COFFEE HOUSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th August 2015

Dx

Given at Companies House, Cardiff on 3rd September 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 24 AUGUST 2015

SOUL COFFEE HOUSE LIMITED
and
SOUL COFFEE HOUSE (CENTRAL) LIMITED
and
SOUL COFFEE HOUSE (EAST) LIMITED
and
SOUL COFFEE HOUSE (SOUTH) LIMITED
and
SOUL COFFEE HOUSE (WEST) LIMITED
and
HSBC BANK PLC

DEBENTURE

/

WE CERTIFY the within to be a true copy of the original.

Dated 26 August 2015

File: M0641 NABARRO LLP

Ref. 04018 125 London Wall

1A/AD1 London EC2Y 5AL

We certify that, save for material rectified pursuant to s 859G of the Companies Act 2006, this copy instrument is a certified copy of the original instrument.

Nabarro LLP



N A B A R R O

125 London Wall
London EC2Y 5AL

Tel +44 (0)20 7524 6000

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DEBENTURE

DATE

24 August

2015

PARTIES

- (1) **SOUL COFFEE HOUSE LIMITED** (incorporated and registered in England and Wales under company registration number 09371749), the registered office of which is at 64 Wolsey Road, Northwood, Middlesex HA6 2EH (the "**Borrower**"),
- (2) **THE COMPANIES LISTED IN SCHEDULE 1** (the "**Initial Chargors**"), and
- (3) **HSBC BANK PLC** (incorporated and registered in England and Wales under company registration number 00014259), the registered office of which is at 8 Canada Square, London E14 5HQ (the "**Bank**")

RECITALS

- (1) The Lender has agreed to make available term and revolving credit facilities to the Borrower under the terms of a facilities agreement dated on or around the date of this deed and made between the (1) the Initial Chargors and (2) the Bank (the "**Facilities Agreement**")
- (2) It is a condition precedent to the availability of the term and revolving credit facilities that each Initial Chorgor enters into this deed pursuant to the Facilities Agreement

IT IS AGREED AS FOLLOWS.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following expressions shall have the following meanings in this deed

"Accession Deed"

means a deed substantially in the form set out in **Schedule 42** (Form of Accession Deed),

"Account"

means any account held by a Chorgor including the accounts described in **Schedule 4** (Accounts) or in the schedule of any Accession Deed with any bank, financial institution (and including any replacement account or sub-account of that account) and all Related Rights,

"Account Bank"

means the Bank or any other financial institution which whom an Account is open or maintained,

"Administrator"

means any one or more persons appointed as an administrator of a Chargor by the Bank under paragraph 14 of schedule B1 to the Insolvency Act 1986,

"Assigned Agreements"

means those contracts described in Schedule 6 (Assigned Agreements) or in the schedule of any Accession Deed, any Hedging Agreement, any other agreement designated as an Assigned Agreement by the relevant Chargor and the Bank and all Related Rights,

"Charged Property"

means, in relation to a Chargor, all assets mortgaged, charged or assigned by such Chargor by this deed or any Accession Deed,

"Chargors"

means the Initial Chargors and any company which accedes to the terms of this deed pursuant to the terms of a duly executed Accession Deed (each a "Chargor"),

"Debts"

means all present and future book and other debts and rights to money and income liquidated and unliquidated due or owing to a Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank,

"Dividends"

means all dividends, distributions, interest and other moneys paid in respect of the Investments,

"Financial Collateral Regulations"

means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226,

"Floating Charge Assets"

means all the assets for the time being subject to the floating charge created by this deed (and references to Floating Charge Assets include references to any part of them),

"Insurances"

means any contract and policy of insurance (including life assurance or assurance) and including those policies described in Schedule 5 (Insurance Policies) or in the schedule of any Accession Deed in which any Chargor may from time to time have an interest together with all proceeds payable to such Chargor under or in

connection with each of those policies and all Related Rights (but excluding any third party liability or public liability insurance and any director's and officer's insurance and other contracts and policies of insurance or assurance which relate to liabilities of third parties),

"Intellectual Property"

means all present and future rights of a Chargor to or in respect of

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered,
- (b) the benefit of all applications and rights to use such assets (which may now or in the future subsist), and
- (c) all Related Rights,

"Investment"

means any present and future stock, share, bond, debenture, unit, security, loan capital (including the Shares), warrant, option, other investment or other right to acquire any such investment, owned by a Chargor and any income, offer, right or benefit in respect of any such investment other than Dividends and all Related Rights,

"Lease"

includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them,

"LPA"

means the Law of Property Act 1925,

"Material Intellectual Property"

means any Intellectual Property which is necessary and material to the operations of a Chargor including the intellectual property described in Schedule 7 (Material Intellectual Property) or in the schedule of any Accession Deed,

"Plant and Equipment"

means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property including the plant and equipment described in Schedule 8 (Plant and Equipment) or in the schedule of an Accession Deed and all Related Rights,

"Real Property"

means

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property described in **Schedule 2 (The Property)** or in the schedule of any Accession Deed), and

- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,
of any Chargor and all Related Rights,

"Related Rights"

means, to the extent applicable in relation to any asset

- (a) the proceeds of sale or other disposal of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset,
- (d) any dividend, interest or other distribution paid or payable, and
- (e) any moneys and proceeds paid or payable in respect of that asset,

"Rights"

means any right, privilege, power or immunity or any interest or remedy of any kind, whether it is personal or proprietary,

"Secured Liabilities"

means all present and future liabilities and obligations of any Obligor at any time due, arising or incurred to the Bank under or in connection with the Finance Documents, both actual and contingent whether incurred solely or jointly, as principal or surety or in any other capacity,

"Security"

means 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"

means the period starting on the date of this deed and ending on the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full, whether or not as a result of enforcement, and

"Shares"

means, in relation to a Chargor, all its right, title and interest from time to time in and to all shares owned by a Chargor in its Subsidiaries including all the shares described in **Schedule 3** (Shares) or the shares described in the schedule of any Accession Deed

1 2 Interpretation

In this deed, unless a contrary indication appears

1 2 1 terms defined in the Facilities Agreement shall have the same meaning in this deed,

- 1 2 2 the provisions in **clause 1 2** (Construction) of the Facilities Agreement apply to this deed except that references to the Facilities Agreement shall be construed as references to this deed,
- 1 2 3 "**obligations**" means obligations and liabilities,
- 1 2 4 references to obligations include the whole or any part of them, present and future, actual and contingent,
- 1 2 5 any reference to "**powers**" include rights, powers, discretions and authorities, and
- 1 2 6 any reference to any asset include any proceeds of sale of any such asset
- 1 2 7 the expression the "**Chargor**" includes any person deriving title under a Chargor or entitled to redeem the Security created by this deed,
- 1 2 8 any reference to a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated (however fundamentally, including any amendment providing for any increase in the amount of any facility, the alteration of the nature, purpose or period of those facilities or the change of its parties) from time to time,
- 1 2 9 the singular includes the plural and vice versa,
- 1 2 10 any reference to clauses, paragraphs and schedules are to the clauses, paragraphs of and schedules to this deed,
- 1 2 11 the words "**other**" and "**otherwise**" are not to be construed as being limited by any words preceding them,
- 1 2 12 references to "**assets**" includes present and future property, revenues and rights of every description,
- 1 2 13 references to the Security constituted by this deed becoming "**enforceable**" shall mean that the Security created under this deed has become enforceable under **clause 12 1** (Lender's powers), and
- 1 2 14 references to "**Secured Liabilities**" shall be construed in relation to the Finance Documents so as to include (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing
- 1 3 This deed is intended to take effect as a deed notwithstanding that the Bank may have executed it under hand only
- 1 4 **Incorporation**
- This deed incorporates the terms of the Finance Documents and any side letters between the parties to the extent required to ensure the validity of any purported disposition under this deed of any freehold or leasehold property under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

1 5 Continuation of undertakings

Any undertaking made by or obligation imposed on any Chargor in this deed will continue in force until the expiry of the Security Period

1 6 Third party rights

1 6 1 Each Receiver or Delegate is not a party to this deed. However, the Rights conferred on them under this deed are enforceable by each of them under the Contracts (Rights of Third Parties) Act 1999

1 6 2 Subject to **clause 1 6 1**, a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed

1 6 3 The parties to this deed may terminate this deed or vary any of its terms without the consent of any third party. However, they must obtain consent if the termination or variation adversely affects the Rights of a Receiver or Delegate but only to the extent that such Receiver or Delegate under this deed has notified the Bank that it intends to enforce that clause at the time of the termination or variation

1 7 Full title guarantee

All Security created pursuant to this deed is created or made pursuant to this deed or any Accession Deed made with full title guarantee (in accordance with the Law of Property (Miscellaneous Provisions) Act 1994) and shall be subject to and qualified by reference to any Permitted Security

2. UNDERTAKING TO PAY

Each Chargor undertakes with the Bank to pay and discharge the Secured Liabilities from time to time owing or incurred from or by it to the Bank when they fall due in accordance with the terms of the Finance Documents

3. FIXED SECURITY

3 1 As continuing security for the payment and discharge of the Secured Liabilities each Chargor with full title guarantee charges to the Bank the following assets from time to time owned by it or in which it has a right, title and interest

3 1 1 by way of first legal mortgage all Real Property owned by such Chargor at the date of this deed,

3 1 2 by way of first fixed equitable charge all Real Property acquired by such Chargor after the date of this deed and not effectively mortgaged under **clause 3 1 1** above,

3 1 3 by way of first fixed charge

- (a) all Plant and Equipment,
- (b) all Investments other than Shares,
- (c) all Shares,
- (d) its goodwill and uncalled capital,

- (e) all Material Intellectual Property,
- (f) all Debts,
- (g) all Accounts,
- (h) all Insurances to the extent not effectively assigned under **clause 3 2 1**

3 2 As continuing security for the payment and discharge of the Secured Liabilities each Chargor with full title guarantee assigns, subject to a proviso for re-assignment on redemption, to the Bank by way of security the following assets from time to time owned by it or in which it has a right, title and interest

3 2 1 all Insurances, and

3 2 2 all Assigned Agreements

4. FLOATING SECURITY

4 1 Floating charge

As continuing security for the payment of the Secured Liabilities each Chargor charges to the Bank by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Bank by way of fixed security under **clause 3** (Fixed Security)

4 2 Conversion by notice

Subject to **clause 4 4** (Moratorium under Insolvency Act 1986), the Bank may at any time by written notice to a Chargor convert the floating charge created by **clause 4 1** (Floating charge) into a fixed charge as regards any Floating Charge Assets specified in the notice if

4 2 1 an Event of Default has occurred and is continuing, or

4 2 2 the Bank reasonably considers that any Floating Charge Asset may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process

4 3 Automatic Conversion

If and notwithstanding **clause 4 2** (Conversion by notice)

4 3 1 any Chargor creates or attempts to create or permits to subsist any Security over any Floating Charge Asset other than Permitted Security,

4 3 2 any person levies or attempts to levy any distress, attachment, execution or other process against any Floating Charge Asset,

4 3 3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of a Chargor, or

4 3 4 an Event of Default has occurred and is continuing,

the floating charge over the relevant Charged Property shall automatically and immediately be converted into a fixed charge over all the Floating Charge Assets (or, in the cases of clauses 4 3 1 and 4 3 2 above, over the relevant Floating Charge Asset)

4 4 Moratorium under Insolvency Act 1986

The Lender shall not be entitled to convert the floating charge created by **clause 4 1** (Floating charge) into a fixed charge as a result only of a Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and schedule A1 to the Insolvency Act 1986

4 5 Qualifying floating charge

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by **clause 4 1** (Floating charge) which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act 1986

4 6 Reconversion

The Lender may at any time after any conversion of the floating charge created under this deed over any Charged Property into a fixed charge in accordance with **clauses 4 2** (Conversion by notice) or **4 3** (Automatic conversion) above reconvert such fixed charge into a floating charge by notice to the relevant Chargor

5 EXCLUDED REAL PROPERTY

There shall be excluded from the fixed security created by **clause 3** (Fixed security) of this deed (but not, for the avoidance of doubt, the floating security created by **clause 4** (Floating security) of this deed) any Real Property held by a Chargor under a Lease which precludes either absolutely or conditionally (including the requiring of the consent of any third party) such Chargor from creating any charge over its leasehold interest in that Real Property

6 ACCOUNTS

6 1 Notice of charge of Accounts

Each Chargor shall promptly upon the execution of this deed (or, if later, promptly following the opening of an Account) give notice of the charge of such Account substantially in the form set out in **part 1** (Form of Notice to Account Bank) of **Schedule 9** (Notice of Charge of Accounts) to the Account Bank and shall use its reasonable endeavours to procure that the Account Bank promptly acknowledges that notice substantially in the form set out in **part 2** (Form of Acknowledgement) of **Schedule 9** (Notice of Charge of Accounts) and delivers a copy to the Bank

6 2 Withdrawals from Accounts

6 2 1 No Chargor shall be entitled to withdraw any moneys from the Mandatory Prepayment Account without the prior written consent of the Bank or except as permitted by the Facilities Agreement

6 2 2 No Chargor shall be entitled to withdraw money from any Account whilst an Event of Default is continuing except with the prior written consent of the Bank

7. DEBTS

7 1 Dealings with Debts

Each Chargor shall during the Security Period

- 7 1 1 (having regard to the interests of the Bank) realise the Debts in the ordinary course of its business and not give any release or waiver or do anything which could reasonably be expected to prejudice the collection and recovery of any of the Debts except as permitted by the Finance Documents, and
- 7 1 2 hold the proceeds of realisation of any Debt upon trust for the Bank unless otherwise agreed with the Bank or as provided for in the Facilities Agreement

7 2 Prohibited dealings

No Chargor shall during the Security Period except with the prior written consent of the Bank or except as permitted by the Facilities Agreement sell, assign, charge, discount, factor or otherwise deal with any of the Debts

8 INVESTMENTS

8 1 Notification of acquisition of Investments

Each Chargor shall promptly notify the Bank if it acquires any interest in an Investment during the Security Period

8 2 Deposit of certificates

Each Chargor shall promptly deposit with the Bank

- 8 2 1 following the date of this deed, the stock and share certificates or other documents of title to each Investment owned by such Chargor or in which it has an interest as the Bank may from time to time reasonably require and which are in the Chargor's possession or control together with, where applicable, duly executed undated blank stock transfer forms or other relevant transfers in respect of each such Investment and (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it to do so) forms of waiver of any pre-emption rights necessary to enable such transfers to be registered, and
- 8 2 2 promptly following the date of the acquisition of any Investment acquired by such Chargor after the date of this deed or promptly after the withdrawal of any Investment owned by such Chargor from any clearance system, the stock and share certificates or other documents of title to each such Investment owned by such Chargor or in which it has an interest as the Bank may from time to time reasonably require and which are in the Chargor's possession or control

8 3 Payment of money due

- 8 3 1 Each Chargor shall promptly pay all money which may from time to time be due in respect of any Investment
- 8 3 2 If a Chargor does not comply with clause 8 3 1 above, the Bank may make that payment on behalf of that Chargor

8 3 3 The relevant Chargor shall within five Business Days of demand reimburse the Bank for any payment made by the Bank under **clause 8 3 2**

8 4 Nominees

If any Investment is registered in the name of a nominee for a Chargor that Chargor shall promptly upon request of the Bank provide to the Bank an irrevocable power of attorney by way of security or acknowledgement of the rights created by this deed over such Investment in favour of the Bank in such terms as the Bank may require (acting reasonably and which are consistent with, and no more onerous than any equivalent provisions in this deed) duly executed by or on behalf of such nominee

8 5 Completion of transfers

The Lender may at any time after the Security constituted by this deed has become enforceable complete any transfer document in relation to any Investment delivered to it under **clause 8 2** (Deposit of certificates) in favour of itself or any nominee for it as transferee and may present the same for registration

8 6 Dividends and voting rights before an Event of Default which is continuing

Prior to the occurrence of an Event of Default which is continuing

8 6 1 each Chargor shall be entitled to receive all Dividends in respect of any Investment, and

8 6 2 each Chargor shall be entitled to exercise all voting and other rights attached to any Investment provided that it may not exercise all voting or other rights in a manner which is inconsistent with the terms of any Finance Document or in a manner that has a material adverse effect on the value of the relevant Investment or the ability of the Bank to release the Security created by this deed or in a manner which could reasonably be expected to prejudice the interests of the Bank under any Finance Document and if the Bank is registered as the holder of any such Investment it will exercise all voting and other rights attached to it as directed by such Chargor

8 7 Dividends and voting rights after an Event of Default which is continuing

At any time while Event of Default is continuing

8 7 1 if any Investment is not then registered in the name of the Bank or a nominee for the Bank the Bank will be entitled to become so registered or to procure registration in the name of a nominee,

8 7 2 each Chargor shall hold any Dividend in respect of any Investment on trust for the Bank and pay the same promptly to the Bank or as it may direct whether or not any Investment is registered in the name of the Bank or any nominee for the Bank or in the name of each Chargor or any nominee for such Chargor,

8 7 3 the Bank will be entitled at its discretion to exercise or procure the exercise of all voting and other rights attached to any Investment that is registered in the name of the Bank or any nominee for the Bank for the purpose only of preserving the value of the security over such Investment created by this deed or realising the security over such Investment created by this deed, and

- 8 7 4 each Chargor shall exercise or procure the exercise of any voting or other rights attached to any Investment that is registered in the name of each Chargor or any nominee for such Chargor as directed by the Bank for the purpose mentioned in **clause 8 7 3** above

8 8 Dematerialisation

After the occurrence of an Event of Default and for so long as it is continuing, each Chargor must promptly upon request by the Bank take all action required for the rematerialisation of any Investments forming part of the Charged Property held in dematerialised form in a clearance system

9. REPRESENTATIONS AND WARRANTIES

9 1 Representations and Warranties

Each Chargor represents and warrants to the Bank as set out in this clause on the date of this deed and the representations set out in this clause shall be deemed to be repeated by each Chargor on each day until the expiry of the Security Period by reference to the facts and circumstances existing at the date such representation or warranty is deemed to be made

9 2 The Property

- 9 2 1 **Schedule 2** (The Property) identifies all registered Real Property legally and beneficially owned by it at the date of this deed

- 9 2 2 It has not received or acknowledged notice of any adverse claim by any person in respect of any of its Real Property or any interest in it which might be reasonably expected to be determined in favour of that person and if adversely determined would or would be reasonably likely to have a Material Adverse Effect

- 9 2 3 Other than under the Transaction Documents any Lease or other similar document in relation to such Real Property, there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever which affect any of its Real Property which conflict with its present use or adversely affect the value or use of any of the Real Property, in each case in a way which would or would be reasonably likely to have a Material Adverse Effect

10. NEGATIVE UNDERTAKINGS

10 1 Negative Pledge

During the Security Period each Chargor shall not create or permit to subsist any Security or Quasi-Security over any of the Charged Property other than Permitted Security

10 2 Disposals

During the Security Period each Chargor shall not sell, transfer, lease or otherwise dispose or purport or agree to dispose of any of its Charged Property which is expressed to be mortgaged, charged or assigned by it under this deed other than by way of a Permitted Disposal or pursuant to any Permitted Transaction

11. UNDERTAKINGS RELATING TO THE CHARGED PROPERTY

11 1 Repair

Each Chargor shall during the Security Period

- 11 1 1 keep the Real Property in good and substantial repair and condition (fair wear and tear excepted),
- 11 1 2 keep all Plant and Equipment in good and substantial repair and in good working order and condition (fair wear and tear excepted), and
- 11 1 3 not, without first obtaining the written consent of the Bank, make any structural alterations or additions to or carry out any development on or make any planning or similar application relating to any of the Real Property except as permitted by the Facilities Agreement (or where any such action(s) is/are, in the opinion of the relevant Chargor (in its sole discretion), necessary or desirable for the relevant Chargor to carry out its business at the relevant Real Property)

If any Chargor fails to comply with the undertakings in **clauses 11 1 1, 11 1 2 and 11 1 3** above the Bank will be entitled to repair and maintain the Charged Property and carry out works of reinstatement at the reasonable cost of the Chargors and will for this purpose have the rights of entry set out in this **clause 11**

11 2 Identification plate

Each Chargor shall if so requested by the Bank

place and maintain on any Plant and Equipment, in a conspicuous place, a clearly legible identification plate containing the following wording

"NOTICE OF CHARGE

This [description of item] and ancillary equipment is subject to a first fixed charge in favour of HSBC Bank plc"

11 3 Intellectual Property

- 11 3 1 Each Chargor shall promptly notify the Bank if it creates or acquires any interest in Material Intellectual Property
- 11 3 2 Each Chargor shall execute all such documents and do all such acts (including but not limited to the payment of any applicable registration fees) as the Bank may reasonably require to record the interest of the Bank in the Material Intellectual Property owned by that Chargor in any public register of Intellectual Property (including the United Kingdom Trade Marks Register)

11 4 Insurances

- 11 4 1 Each Chargor shall ensure that during the Security Period its assets and business is insured in accordance with the requirements of the Facilities Agreement
- 11 4 2 If a Chargor fails to comply with **clause 23 25 (Insurance)** of the Facilities Agreement, the Bank will be entitled to effect any relevant insurance at the cost of the Chargors
- 11 4 3 Each Chargor will collect all amounts payable to it under the insurances and, where applicable, apply those moneys in accordance with the terms of the Facilities Agreement

11 4 4 Each Chargor shall promptly after the execution of this deed (or in respect of any insurance entered into after the date of this deed, promptly thereafter)

- (a) give notice of the assignment substantially in the form specified in **part 1** (Form of Notice to Insurers) of **Schedule 10** (Notice of Assignment of Insurances), and
- (b) use its reasonable endeavours to procure that the recipient of the notice promptly acknowledges that notice in substantially the form specified in **part 2** (Form of Acknowledgement) of **Schedule 10** (Notice of Assignment of Insurances) and delivers a copy to the Bank

11 5 **Assigned Agreements**

11 5 1 Each Chargor will during the Security Period

- (a) duly perform all its obligations under the Assigned Agreements if failure to so perform could reasonably be expected to materially and adversely affect the interests of the Bank under the Finance Documents,
- (b) enforce the due observance and performance of all covenants given for its benefit in relation to the Assigned Agreements where in its opinion it is commercially reasonable to do so, and
- (c) not make or agree to make any amendments to or waive any of its rights under or exercise any right to terminate any of the Assigned Agreements, in each case, except as permitted by the Facilities Agreement or with the prior written consent of the Bank or where the amendment and/or waiver is of a minor and administrative nature or where the amendment and/or waiver and/or termination could not reasonably be expected to adversely affect the interests of the Bank under the Finance Documents

11 5 2 Each Chargor shall promptly after the execution of this deed (or in respect of any Assigned Agreement entered into after the date of this deed, promptly thereafter)

- (a) give notice of the assignment substantially in the form specified in **part 1** (Form of Notice to Counterparty) of **Schedule 11** (Notice of Assignment of Assigned Agreement), and
- (b) use its reasonable endeavours to procure that the recipient of the notice promptly acknowledges that notice in substantially the form specified in **part 2** (Form of Acknowledgement) of **Schedule 11** (Notice of Assignment of Assigned Agreement) and delivers a copy to the Bank

11 6 **Proprietorship**

During the Security Period no Chargor shall permit any person without the prior written consent of the Bank (such consent not to be unreasonably withheld or delayed) or as permitted by the Facilities Agreement

11 6 1 to be registered as proprietor under the Land Registration Act 2002 of any Real Property nor create or permit to arise any interest referred to in schedule 1 or schedule 3 of such act affecting such Real Property, or

11 6 2 to become entitled to any proprietary right or interest which could reasonably be expected to materially and adversely affect the value of such Real Property

11 7 Notification of acquisitions

Each Chargor shall during the Security Period promptly notify the Bank if it proposes to acquire or acquires any interest in any Real Property

11 8 Powers of leasing

Each Chargor's statutory and any other powers of entering into Leases and accepting or agreeing to accept surrenders of Leases are excluded during the Security Period and shall not be exercisable by such Chargor in relation to any Real Property and such Chargor shall not during the Security Period without the prior written consent of the Bank or except as permitted by a Finance Document

11 8 1 part with possession or occupation of, confer any licence or right to occupy nor confer any interest in any Real Property (save as may arise by operation of law),

11 8 2 grant (save as may arise by operation of law) any permission to assign, underlet or part with possession or occupation of any Real Property,

11 8 3 agree or permit any amendment to or waiver of the terms of any Lease (including any Lease under which a Chargor is tenant) save where the amendment and/or waiver is of minor and administrative nature or where such amendment and/or waiver could not reasonably be expected to materially and adversely affect the interests of the Bank under the Finance Documents, or

11 8 4 exercise any power to determine any Lease

11 9 Right of entry

Each Chargor shall during the Security Period permit the Bank, its agents and contractors at reasonable times and upon reasonable notice (being at least 24 hours) (or at any time without notice after the occurrence of an Event of Default which is continuing or in case of emergency) to enter into or upon any part of its Real Property without becoming liable as mortgagee in possession

11 9 1 to view the state and condition of or to value it,

11 9 2 to comply with or object to any direction or notice or other matter served upon such Chargor, and

11 9 3 to carry out at the reasonable cost of such Chargor any repairs or maintenance or to take any action which the Bank considers necessary in connection with such Real Property to procure compliance with any obligation of such Chargor in this deed

11 10 Compliance with obligations

Each Chargor shall

11 10 1 observe and perform all laws, covenants and stipulations from time to time affecting any Charged Property, and

11 10 2 make all payments and carry out any necessary registration or renewals and take all steps in respect of the Charged Property,

which are, in each case, necessary to preserve, maintain and renew the Charged Property (or any part of it)

11 11 Documents of title

Each Chargor shall deposit with the Bank on request all deeds and documents of title relating to the Charged Property that the Bank may from time to time reasonably require save for those previously provided to the Bank pursuant to another provision of this deed

11 12 Failure to comply

If a Chargor fails to comply with any of its material obligations under this deed the Bank or its agents and contractors may take such steps as it reasonably considers appropriate to procure compliance with such obligations at the cost of that Chargor

12 ENFORCEMENT OF SECURITY

12 1 Lender's powers

On the occurrence of an Event of Default and for so long as it is continuing, this deed shall become enforceable and the Bank may immediately or at any time thereafter

- 12 1 1 appoint one or more persons as an Administrator of a Chargor in accordance with schedule B1 to the Insolvency Act 1986,
- 12 1 2 exercise the power of sale and all other powers conferred by section 101 of the LPA as varied or extended by this deed,
- 12 1 3 subject to section 72A of and paragraph 43 of schedule A1 to the Insolvency Act 1986, appoint one or more persons as a receiver and manager or administrative receiver of any Charged Property,
- 12 1 4 exercise all the powers conferred on a Receiver by this deed, the LPA and the Insolvency Act 1986,
- 12 1 5 by notice to a Chargor end such Chargor's right to possession of all or any Real Property forming part of the Charged Property and enter into possession of all or such part of such Real Property,
- 12 1 6 to the extent that this deed constitutes a "security financial collateral arrangement" as defined in the Financial Collateral Regulations, appropriate any Charged Property which constitutes "financial collateral" as defined in the Financial Collateral Regulations in or towards satisfaction of the Secured Liabilities and the value of any Charged Property appropriated in accordance with this clause shall be
 - (a) in the case of cash, its face value at the time of appropriation, and
 - (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined by the Bank by reference to any recognised market index or other applicable generally recognised source or such other process or method as the Bank may reasonably select (including a valuation carried out by an independent firm of accountants or valuers appointed by the Bank),

and each Chargor agrees that the methods of valuation provided for in this clause are commercially reasonable

12 2 Powers under the LPA

12 2 1 Section 103 of the LPA will not apply to this deed

12 2 2 The power of sale and all other powers conferred by section 101 of the LPA as varied or extended by this deed will arise upon execution of this deed by the Chargors

12 3 Cash cover

After the occurrence of an Event of Default and for so long as it is continuing a Chargor shall, promptly on demand, provide to the Bank cash cover for an Ancillary Facility forming part of the Secured Liabilities

12 4 Administrators

If the Bank appoints two or more persons as Administrator of a Chargor, the appointment may specify whether those persons are to act jointly or concurrently

12 5 Receivers

12 5 1 The Lender may appoint any Receiver upon such terms as to remuneration and otherwise as the Bank thinks fit and the maximum rate specified in section 109(6) of the LPA shall not apply

12 5 2 Any Receiver will be the agent of each Chargor for all purposes and such Chargor will be responsible for such Receiver's acts and defaults and for his remuneration, costs, fees, taxes and expenses to the exclusion of liability on the part of the Bank

12 5 3 Where two or more persons are appointed as Receiver any act authorised to be done by the Receiver may be done by all of them acting jointly or by any one or more of them acting severally

12 5 4 The Lender may at any time by writing remove any Receiver (subject to the obtaining of any required order of the court in the case of an administrative receiver) whether or not the Bank appoints any other person as Receiver in his place

13. POWERS OF RECEIVER AND LENDER

13 1 Statutory powers

A Receiver shall have and be entitled to exercise all the powers conferred on a receiver by the LPA and, whether or not such a Receiver is an administrative receiver, all the powers conferred upon an administrative receiver by schedule 1 to the Insolvency Act 1986 which powers are incorporated in this deed

13 2 Additional powers

By way of addition to and without limiting any other powers referred to in this clause 13 a Receiver shall have power (both before and after the commencement of any liquidation of any Chargor) to do every act and thing and exercise every power

13 2 1 which a Chargor would have been entitled to do or exercise if no Receiver had been appointed or which the Receiver would have been entitled to do or exercise if the Receiver were the absolute legal and beneficial owner of the Charged Property,

- 13 2 2 which such Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of any Charged Property or for or in connection with the enforcement of the Security created by this deed or the realisation of any Charged Property,

and may use the name of a Chargor in connection with any exercise of such powers

13 3 Prior Security

At any time after the Security given by this deed has become enforceable, the Bank may redeem any prior Security against the Charged Property or procure a transfer of such Security to itself and may agree the accounts of the person entitled to that Security and any accounts so agreed will be binding on each Chargor. Any money paid by the Bank in connection with a redemption or transfer of any prior Security will form part of the Secured Liabilities

13 4 Possession

If the Bank, any Receiver or any delegate of either of them takes possession of any Charged Property it may go out of possession at any time

14 DELEGATION OF POWERS BY LENDER OR RECEIVER

14 1 Delegation

The Lender or any Receiver may from time to time delegate by power of attorney or in any other manner to any person any powers which are for the time being exercisable by the Bank or a Receiver under this deed in relation to any Charged Property and any such delegation may be made upon such terms as the Bank or such Receiver may think fit provided that the Bank or Receiver has taken reasonable care in the selection of that delegate

14 2 Liability for delegates

Neither the Bank nor any Receiver will be in any way liable or responsible to any Chargor for any loss or damage arising from any act or omission on the part of any such delegate unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of the delegate

15 EXCLUSION OF LIABILITY

15 1 No obligation to recover

Neither the Bank nor any Receiver is under any obligation to take action to collect any money or enforce any rights comprised in the Charged Property whether or not it is in possession of the relevant Charged Property

15 2 Liability as mortgagee in possession

If the Bank or any Receiver takes possession of any Charged Property, it will not (subject to any applicable law or regulation) be liable to account to any Chargor for anything except actual receipts or be liable to any Chargor for any loss arising from any realisation of any

Charged Property or for any default or omission for which a receiver or mortgagee in possession would be liable

15 3 Losses on enforcement

The Lender or any Receiver will not be liable to any Chargor for any loss or damage arising from

15 3 1 any sale of any Charged Property,

15 3 2 any act, default or omission of the Bank or any Receiver in relation to any Charged Property, or

15 3 3 any exercise or non-exercise by the Bank or any Receiver of any power conferred upon it in relation to any Charged Property by or pursuant to this deed or by the LPA,

unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of the Bank or any Receiver or non-compliance by the Bank or any Receiver with any applicable law or regulation

16 COSTS AND INDEMNITY

16 1 Costs and expenses

The provisions of **clause 18** (Costs and expenses) of the Facilities Agreement are incorporated into this deed as if set out in full *mutatis mutandis*

16 2 Indemnity

16 2 1 The provisions of **clause 16 4** (Indemnity to the Secured Parties) of the Facilities Agreement are incorporated into this deed as if set out in full *mutatis mutandis*

16 2 2 The Secured Parties may indemnify themselves out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this **clause 16 2** (*Indemnity*) and shall have a lien on the Security constituted by this deed and the proceeds of the enforcement of the Security constituted by this deed for all moneys payable to them

17. APPLICATION OF SUMS REALISED

17 1 Order of application

Subject to claims having priority to the Security created by this deed all money recovered by the Bank or any Receiver as a result of the enforcement of this deed or otherwise by reason of the Security created by this deed will be applied in the following order

17 1 1 in payment of all costs, fees, taxes and expenses incurred by the Bank or any Receiver in or pursuant to the exercise of the powers set out in this deed, any Administrator's expenses incidental to his appointment and the exercise of his powers and all other outgoings properly payable by any Receiver or any Administrator,

17 1 2 in payment of remuneration to any Receiver or Administrator,

17 1 3 in or towards payment of the Secured Liabilities in such order and in such manner as provided for in the Facilities Agreement, and

17 1 4 the balance (if any) in paying any surplus to the Chargors or any other person entitled to it

17 2 Contingent or future liabilities

If any money is received by the Bank or a Receiver as a result of the enforcement of this deed or otherwise by reason of the Security created by this deed at a time when the Secured Liabilities include contingent or future liabilities the Bank or any Receiver may hold some or all of such money in a suspense account bearing interest (at reasonable commercial rates) pending application in or towards discharge of the Secured Liabilities

18. PROTECTION OF PERSONS DEALING WITH LENDER OR RECEIVER

No person dealing with the Bank or any Receiver will be concerned to enquire

18 1 whether any event has happened upon which any of the powers conferred by this deed may have arisen or be exercisable,

18 2 otherwise as to the propriety or regularity of any exercise of the powers conferred by this deed or of any act purporting or intended to be in exercise of such powers, or

18 3 whether any Secured Liabilities remain owing

19 NOTICE OF SUBSEQUENT CHARGE

If the Bank receives notice of any subsequent Security or other interest affecting any Charged Property

19 1 it may open a new account for the relevant Chargor in its books and may transfer any outstanding balance owing by the relevant Chargor to such new account,

19 2 if it does not open a new account then, unless it gives express written notice to the contrary to the relevant Chargor, all payments made by the relevant Chargor to it will as from the time of receipt of such notice be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Liabilities

20. FURTHER ASSURANCE

20 1 Subject to the terms of this deed, each Chargor, at its own cost, shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Bank may reasonably specify (and in such form as the Bank may reasonably require in favour of the Bank or its nominee(s))

20 1 1 to perfect the Security created or intended to be created under or evidenced by this deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the Charged Property) or for the exercise of any rights, powers and remedies of the Secured Parties provided by or pursuant to this deed or by law,

- 20 1 2 to confer on the Secured Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed (provided that such Security is on terms no more onerous to the relevant Chargor as the terms of any Transaction Security Document delivered by a Chargor to the Secured Parties pursuant to **clause 4 1** (*Initial conditions precedent*) of the Facilities Agreement, and/or
- 20 1 3 to facilitate the realisation of the Charged Assets which are, or are intended to be, the subject of Security created by this deed
- 20 2 Subject to the terms of this deed, each Chargor will take all such action as is reasonably requested of it by the Secured Parties and reasonably available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Secured Parties by or pursuant to this deed

21. POWER OF ATTORNEY BY CHARGORS

Each Chargor irrevocably and by way of security appoints each of the Bank, any person authorised in writing by or on behalf of the Bank and any Receiver as its attorney in each case (with full power to appoint substitutes and to delegate) severally in its name and on its behalf and after the occurrence of an Event of Default which is continuing to execute deliver and perfect any document or do any act or thing which

- 21 1 may be required in the exercise of any rights or powers conferred on the Bank or any Receiver under this deed or by law, or
- 21 2 such Chargor is obliged to execute or do under this deed,

and each Chargor covenants with each of the Bank and any Receiver to ratify and confirm all lawful acts or things made, done or executed by that attorney

22 PROTECTIVE CLAUSES

22 1 Waiver of defences

The obligations of each Chargor under this deed and the security constituted by this deed will not be affected by an act, omission, matter or thing which, but for this **clause 22**, would reduce, release or prejudice any of such obligations or security under this deed including (whether or not known to it or the Bank)

- 22 1 1 any time, waiver or consent granted to, or composition with any other Obligor or other person,
- 22 1 2 the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any person,
- 22 1 3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over property of any other Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,

- 22 1 4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other Obligor or any other person,
- 22 1 5 any amalgamation, merger or reconstruction of the Bank with any other person or any sale or transfer of the whole or any part of the assets of the Bank to any other person,
- 22 1 6 the existence of any claim, set off or other rights which any Obligor may have at any time against the Bank, whether in connection with the Finance Documents or otherwise,
- 22 1 7 any novation, amendment, supplement, extension, restatement (however fundamental) or replacement of a Finance Document or any other document or security,
- 22 1 8 any Unenforceability of any obligation of any person under any Finance Document or any other document or security, or
- 22 1 9 any insolvency or similar proceedings

22 2 Immediate recourse

Each Chargor waives any right it may have of first requiring the Bank to proceed against or enforce any other rights or security or claim payment from any person before enforcing the security constituted by this deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

22 3 Appropriations

Until the Secured Liabilities have been irrevocably paid in full, the Bank may

- 22 3 1 refrain from applying or enforcing any other moneys, security or rights held or received by the Bank in respect of the Secured Liabilities, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargors shall not be entitled to the benefit of the same, and
- 22 3 2 hold in an interest-bearing suspense account any moneys received under this deed

22 4 Deferral of Chargors' rights

Until the Secured Liabilities have been irrevocably paid in full and unless the Bank otherwise directs, no Chargor will exercise any rights which it may have by reason of the enforcement of this deed

- 22 4 1 to be indemnified by any other Obligor,
- 22 4 2 to claim any contribution from any other Obligor in respect of any obligations of that Obligor under the Finance Documents, and/or
- 22 4 3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Bank under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Bank

22 5 Turnover

Each Chargor shall hold on trust for the Bank any money or other benefit which it may receive in breach of this clause and will pay or transfer the same to the Bank for application by the Bank in or towards discharge of the Secured Liabilities

23. DISCHARGE OF SECURITY

23 1 Discharge conditional

Any discharge of any Chargor by the Bank in reliance on a payment or Security received by the Bank will cease to be effective if that payment or Security is avoided, reduced or invalidated for any reason and the Bank will be entitled to recover from such Chargor promptly on demand the amount of the Secured Liabilities discharged by such payment or security

23 2 Retention of security

Following any discharge of any Chargor made by the Bank in reliance on a payment or Security the Bank may (acting reasonably and on the basis of legal advice received by it for this purpose) retain the Security constituted by this deed until the expiry of the maximum period within which such payment or security can be avoided, reduced or invalidated for any reason. If the person making such payment or giving such Security goes into liquidation or administration or equivalent proceedings in any foreign jurisdiction within that period the Bank may (acting reasonably and on the basis of legal advice received by it for this purpose) retain the Security constituted by this deed for as long as it thinks fit

24 REDEMPTION

24 1 Subject to **clause 24 2**, upon the expiry of the Security Period, the Bank shall promptly following the request and at the cost of the Chargors, take whatever action is necessary to release the Charged Property from the Security created by this deed, re-assign any right assigned under this deed, return all deeds and documents of title delivered to the Bank under this deed and execute and deliver such further deeds or documents as the Chargors (or any of them) may reasonably require in order to give effect to this clause (including, without limitation, any filings required to be made in order to remove the restriction referred to in **clause 27 8** (Land Registry consent) of this deed)

24 2 Where a Chargor makes a disposal, sale, lease, licence, transfer or other disposal of an asset forming part of the Charged Property (other than a Floating Charge Asset) which is a Permitted Disposal or a Permitted Transaction, the Bank shall, at the request and cost of the relevant Chargor(s), execute and deliver a release of the relevant Charged Property which is the subject of the Permitted Disposal or Permitted Transaction from the security created under this deed and, if applicable, issue any letter of non-crystallisation of any floating charge

25 COMMUNICATIONS

Any communication, demand, notice or consent to be made under or in connection with this deed shall be made and delivered as provided for in **clause 31** (Notices) of the Facilities Agreement

26. ASSIGNMENT AND TRANSFER

26 1 Assignment and transfers by the Bank

The Lender may at any time assign or transfer all or any part of its rights under this deed to any person to which it can transfer its rights in accordance with the terms of the Facilities Agreement

26 2 Chargors

No Chargor may assign any of its rights or transfer any of its rights or obligations under this deed or enter into any transaction which would result in any of these rights or obligations passing to another person

27. MISCELLANEOUS

27 1 Possession

Each Chargor shall be entitled to possession of any Real Property forming part of the Charged Property until termination of such right by the Bank under **clause 12 1** (Lender's powers)

27 2 Certificates and determinations

Any certification or determination by the Bank of a rate or the amount of the Secured Liabilities (i) must be supplied in sufficient detail for such certification or determination to be verified with reasonable accuracy and (ii) is, in the absence of manifest error, conclusive evidence of such amount

27 3 Illegality

If, at any time, any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

27 4 Rights and remedies of Lender

No failure to exercise, nor any delay in exercising, on the part of the Bank, any right or remedy under this deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this deed are cumulative and not exclusive of any rights or remedies provided by law

27 5 Continuing security

This deed is a continuing security and extends to the balance from time to time of the Secured Liabilities irrespective of any intermediate payment of moneys due to the Bank

27 6 Other security

This deed is in addition to and will not in any way be prejudiced or affected by the holding or release by the Bank or any other person of any other security at any time held by the Bank

27.7 Consolidation

The restrictions on the right of consolidating mortgage securities contained in section 93 of the LPA will not apply to this deed

27.8 Land Registry consent

By executing this deed each Chargor consents to the entry of the following restriction against any registered titles (and any unregistered properties subject to compulsory first registration) which are at any time subject to this deed

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of the restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge [date] in favour of HSBC Bank plc referred to in the charges register "

27.9 Further Loans

27.9.1 Subject to the terms of the Facilities Agreement, the Bank is under an obligation to make further loans to the Chargors, and that obligation will be deemed to be incorporated in this deed as if set out in this deed and this security has been made for securing those further advances

27.9.2 Each Chargor consents to an application being made to the Land Registry to enter notice of the obligation to make further loans on the Charges Register of any registered land forming part of the Charged Property

27.10 New Subsidiaries

27.10.1 Each Chargor will procure that any member of the Group (which is not a Dormant Subsidiary) executes an Accession Deed

27.10.2 Each Chargor consents to any member of the Group (which is not a Dormant Subsidiary) becoming a Chargor as contemplated by clause 27.10.1 and irrevocably appoints the Borrower as its agent for the purpose of executing the Accession Deed on its behalf

27.11 Liability joint and several

The liability of the Chargors under this deed is joint and several

27.12 Notice of assignment

27.12.1 This deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other member of the Group and contained in any other Finance Document

27.12.2 This deed constitutes notice in writing to HSBC Bank plc of any charge in respect of any Account held or maintained with the Bank

27.13 Restrictions on notices; exercise of rights prior to an Event of Default which is continuing

27.13.1 The Lender shall only be entitled to give a Blocking Notice (as defined in part 1 (Form of Notice to Account Bank) of Schedule 9 (Notice of Charge of Accounts) whilst an Event of

Default is continuing or if any of the circumstances described in **clauses 4 2** (Conversion by notice) or **4 3** (Automatic conversion) have arisen

- 27 13 2 The Lender shall only be entitled to give any notice or instruction (as the case may be) referred to in paragraph 2 of each notice in the form of each of **part 1** (Form of Notice to Insurers) of **Schedule 10** (Notice of Assignment of Insurances) and **part 1** (Form of Notice to Counterparty) of **Schedule 11** (Notice of Assignment of Assigned Agreement) whilst an Event of Default is continuing
- 27 13 3 The exercise of all rights and remedies in connection with any Insurances or Assigned Agreement (and all Related Rights), the exercise of any discretion or judgment, the giving of any waiver or consent and any entitled to the proceeds and claims arising therefrom shall, prior to the occurrence of an Event of Default which is continuing, be exercised at the sole discretion of the relevant Chargor, subject to the terms of the Facilities Agreement

28. COUNTERPARTS

This deed may be executed in any number of counterparts, and this has the same effect as if the signatures were on a single copy of this deed

29 LAW

This deed and any non-contractual obligations arising out of or in connection with this deed shall be governed by English law

30 JURISDICTION

30 1 Jurisdiction of English courts

- 30 1 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute relating to the existence, validity or termination of this deed) or any non-contractual obligation referred to in **clause 29** (Law) (a "**Dispute**")
- 30 1 2 The Lender and each Chargor agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly neither of them will argue to the contrary
- 30 1 3 This **clause 30** is for the benefit of the Bank only. As a result, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions

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

Schedule 1

The Initial Chargors

Name	Registered Number
Soul Coffee House Limited	09371749
Soul Coffee House (Central) Limited	09371863
Soul Coffee House (East) Limited	09371819
Soul Coffee House (South) Limited	09371847
Soul Coffee House (West) Limited	09371815

Schedule 2

The Property

None as at the date of this deed

Schedule 3

Shares

Chargor	Subsidiary	Number and class of shares
Soul Coffee House Limited	Soul Coffee House (Central) Limited	1 ordinary share of £1 00
Soul Coffee House Limited	Soul Coffee House (East) Limited	1 ordinary share of £1 00
Soul Coffee House Limited	Soul Coffee House (South) Limited	1 ordinary share of £1 00
Soul Coffee House Limited	Soul Coffee House (West) Limited	1 ordinary share of £1 00

Schedule 4

Accounts

Chargor	Account Bank	Account type and number	Sort code
Soul Coffee House Limited	HSBC Bank plc	Current Account numbered [REDACTED]	[REDACTED]
Soul Coffee House (Central) Limited	HSBC Bank plc	Current Account numbered [REDACTED]	[REDACTED]
Soul Coffee House (East) Limited	HSBC Bank plc	Current Account numbered [REDACTED]	[REDACTED]
Soul Coffee House (South) Limited	HSBC Bank plc	Current Account numbered [REDACTED]	[REDACTED]
Soul Coffee House (West) Limited	HSBC Bank plc	Current Account numbered [REDACTED]	[REDACTED]
Soul Coffee House Limited	HSBC Bank plc	Prepayment Account numbered [REDACTED]	[REDACTED]
Soul Coffee House Limited	HSBC Bank plc	Holdings Account numbered [REDACTED]	[REDACTED]

Schedule 5

Insurance Policies

Insured	Insurer	Policy	Policy number
Soul Coffee House Limited and its subsidiaries from time to time	AXA Insurance UK Plc	Commercial Combined	LS CMB 6908421

Schedule 6

Assigned Agreements

- 1 Business and asset sale agreement between Starbucks Coffee Company (UK) Limited ("SCCL") and Soul Coffee House (Central) Limited dated 15 July 2015,
- 2 Business and asset sale agreement between SCCL and Soul Coffee House (East) Limited dated 15 July 2015,
- 3 Business and asset sale agreement between SCCL and Soul Coffee House (South) Limited dated 15 July 2015,
- 4 Business and asset sale agreement between SCCL and Soul Coffee House (West) Limited dated 15 July 2015,
- 5 Intra-group loan agreement between Soul Coffee House Limited ("SCHL") (as lender) and Soul Coffee House (Central) Limited as borrower dated on or about the date of this deed,
- 6 Intra-group loan agreement between SCHL (as lender) and Soul Coffee House (East) Limited (as borrower) dated on or about the date of this deed,
- 7 Intra-group loan agreement between SCHL (as lender) and Soul Coffee House (South) Limited (as borrower) dated on or about the date of this deed,
- 8 Intra-group loan agreement between SCHL (as lender) and Soul Coffee House (West) Limited (as borrower) dated on or about the date of this deed, and
- 9 Loan agreement made between Soul Foods Limited (as lender) and SCHL (as borrower) dated on or about the date of this deed

Schedule 7

Material Intellectual Property

None as at the date of this deed

Schedule 8

Plant and Equipment

None as at the date of this deed

Schedule 9

Notice of Charge of Accounts

Part 1

Form of Notice to Account Bank

To [Insert name of Account Bank]

[Insert Address]

Dated [●]

Dear Sirs,

We refer to the account of [●] (the "**Chargor**") maintained with you with account name [●], account number [●] and sort code [●]

We give you notice that, by a debenture dated [●] the Chargor has charged to HSBC Bank plc (the "**Lender**") by way of fixed charge its right, title and interest in and to the money from time to time standing to the credit of the account referred to above (the "**Charged Account**") and to all interest (if any) accruing on the Charged Account

We irrevocably authorise and instruct you

- 1 to credit to the Charged Account all interest from time to time earned on the sums of money held in the Charged Account, and
- 2 to disclose to the Bank any information relating to the Chargor and the Charged Account maintained with you which the Bank may from time to time request you to provide

We are entitled to withdraw and otherwise deal with the funds standing to the credit of the Charged Account (other than the Mandatory Prepayment Account) until you receive written notice to the contrary from the Bank (such notice a "**Blocking Notice**") By countersigning this notice, the Bank confirms that the Chargor may make withdrawals from the Account until such time as the Bank delivers a Blocking Notice

Following receipt by you of a Blocking Notice, you are unconditionally authorised and instructed

- (a) to hold all sums from time to time standing to the credit of the Charged Account in our name with you to the order of the Bank and to pay all or any part of moneys from time to time standing to the credit of the Charged Account to the Bank (or as it may direct) promptly following receipt of written instructions from the Bank to that effect,
- (b) to comply with the terms of any written instruction or notice in any way relating to the Charged Account or the sums standing to the credit of the Charged Account from time to time which you may receive at any time from the Bank without any reference or further authority from us and without any liability or inquiry by you as to the justification for or validity of such instruction or notice, and

- (c) that we are not permitted to receive, withdraw or otherwise deal with any credit balance from time to time held in the Charged Account without first obtaining the prior written consent of the Bank

The provisions of this notice may only be revoked with the prior written consent of the Bank

This notice and any non-contractual obligations arising out of or in connection with this notice are governed by the law of England

Would you please acknowledge receipt of this letter and your acceptance of the above by signing the attached form of acknowledgement and returning it to the Bank at HSBC Bank plc, London Central Corporate, 70 Pall Mall, London, SW1Y 5EY for the attention of Peter Bardell

Yours faithfully

By
for and on behalf of
[Chargor]

By
for and on behalf of
HSBC Bank plc

Part 2

Form of Acknowledgement

To HSBC Bank plc
London Central Corporate
70 Pall Mall
London
SW1Y 5EY

Attention Peter Bardell

Dated [●]

Dear Sirs,

We acknowledge receipt of a notice (a copy of which is attached) dated [●] and addressed to us by [●] (the "**Chargor**") Expressions defined in such notice have the same meanings in this acknowledgement

We acknowledge and confirm that

- 1 we accept the instructions in the notice and will act in accordance with the provisions of such notice until the Bank notifies us in writing that the notice is revoked,
- 2 we have not received notice that any third party has any interest in the Charged Account,
- 3 we have not claimed or exercised, nor will we claim or exercise against the Chargor, any right of set-off, lien, combination of accounts, counter-claim or other right relating to the Charged Account, and
- 4 until you notify us in writing that withdrawals are prohibited, the Chargor may make withdrawals from the Charged Account, upon receipt of such notice we will not permit any amount to be withdrawn from the Charged Account except against signature of one of your authorised signatories

This acknowledgement and any non-contractual obligations arising out of or in connection with this acknowledgement are governed by the law of England and in connection with any proceedings with respect to this acknowledgment and any such non-contractual obligations we submit to the jurisdiction of the Courts of England for your exclusive benefit

Yours faithfully

[Insert name of Account Bank]

Schedule 10

Notice of Assignment of Insurances

Part 1

Form of Notice to Insurers

To [Insert name of Insurer]

[Insert Address]

Dated [•]

Dear Sirs,

We refer to [•] (the "**Policies**")

We give you notice that by a debenture dated [•] [insert company name] (the "**Chargor**") has assigned to HSBC Bank PLC (the "**Lender**") its right, title and interest in the Policies and the proceeds of any claim under the Policies

We notify you that

1. the Policies may not be materially amended or terminated by the Chargor without the prior written consent of the Bank (not to be unreasonably withheld or delayed),
2. you may continue to deal with the Chargor in relation to the Policies until you receive written notice to the contrary from the Bank. Thereafter, the Chargor will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Bank,
3. you are authorised to disclose information in relation to the Policies to the Bank on request,
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Chargor is entitled under the Policies direct to the Bank (and not to the Chargor) unless the Bank otherwise agrees in writing,
5. the Chargor remains liable to perform all its obligations under the Policies and the Bank shall have no obligations under or in respect of the Policies, and
6. the provisions of this notice may only be revoked with the prior written consent of the Bank

This notice and any non-contractual obligation arising out of or in connection with it are governed by the law of England

Would you please acknowledge receipt of this letter and your acceptance of the above by signing the attached form of acknowledgement and returning it to the Bank at HSBC Bank plc, London Central Corporate, 70 Pall Mall, London, SW1Y 5EY Attention Peter Bardell

Yours faithfully,

[Insert name of Chargor]

Part 2

Form of Acknowledgement

To HSBC Bank plc
London Central Corporate
70 Pall Mall
London
SW1Y 5EY

Attention Peter Bardell

Dated [●]

Dear Sirs,

We acknowledge receipt of a notice (a copy of which is attached) dated [●] and addressed to us by [●] (the "**Chargor**") Expressions defined in such notice have the same meanings in this acknowledgement

We acknowledge and confirm that

- 1 we accept the instructions in the notice and will act in accordance with the provisions of such notice until the Bank notifies us in writing that the notice is revoked,
- 2 we have not received notice that any third party has any interest in the Policies, and
- 3 we have not claimed or exercised, nor do we have any outstanding right to claim or exercise against the Chagor, any right of set-off, counterclaim or other right relating to the Policies

This acknowledgement and any non-contractual obligation arising out of or in connection with it are governed by the law of England and in connection with any proceedings with respect to this acknowledgment we submit to the jurisdiction of the courts of England for your exclusive benefit

Yours faithfully,

[Insert name of Insurer]

Schedule 11

Notice of Assignment of Assigned Agreement

Part 1

Form of Notice to Counterparty

To [Insert name of Counterparty]

[Insert Address]

Dated [●]

Dear Sirs,

We refer to [●] (the "**Assigned Agreement**")

We give you notice that by a debenture (a "**Debenture**") dated [●] [insert company name] (the "**Chargor**") has assigned to HSBC Bank PLC (the "**Lender**") its right, title and interest in the Assigned Agreement and the proceeds of any claim under the Assigned Agreement

We notify you that

- 1 the Assigned Agreement may not be amended or terminated by the Chargor without the prior written consent of the Bank except in certain circumstances as more particularly set out in the Debenture (and if the Chargor makes any request for an amendment or termination in respect of the Assigned Agreement you may assume without further liability or enquiry that the Chargor is entitled and permitted to make such request pursuant to the terms of the Debenture),
- 2 you may continue to deal with the Chargor in relation to the Assigned Agreement until you receive written notice to the contrary from the Bank. Thereafter, the Chargor shall cease to have any right to deal with you in relation to the Assigned Agreement and you should deal only with the Bank and from that time, all rights, interests and benefits arising from the Assigned Agreement belong to the Bank to the exclusion of the Chargor,
- 3 the Chargor remains liable to perform all its obligations under the Assigned Agreement and the Bank shall have no obligations under or in respect of the Assigned Agreement,
- 4 you are authorised to disclose information in relation to the Assigned Agreement to the Bank on request,
- 5 after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Chargor is entitled under the Assigned Agreement direct to the Bank (and not to the Chargor) unless the Bank otherwise agrees in writing, and
- 6 the provisions of this notice may only be revoked with the prior written consent of the Bank

This notice and any non-contractual obligation arising out of or in connection with it are governed by the law of England

Would you please acknowledge receipt of this letter and your acceptance of the above by signing the attached form of acknowledgement and returning it to the Bank at HSBC Bank plc, London Central Corporate, 70 Pall Mall, London, SW1Y 5EY Attention Peter Bardell

Yours faithfully,

[Insert name of Chargor]

Part 2

Form of Acknowledgement

To HSBC Bank plc
London Central Corporate
70 Pall Mall
London
SW1Y 5EY

Attention Peter Bardell

Dated [●]

Dear Sirs,

We acknowledge receipt of a notice (a copy of which is attached) dated [●] and addressed to us by [●] (the "Chargor"). Expressions defined in such notice have the same meanings in this acknowledgement

We acknowledge and confirm that

- 1 we accept the instructions in the notice and will act in accordance with the provisions of such notice until the Bank notifies us in writing that the notice is revoked,
- 2 we have not received notice that any third party has any interest in the Assigned Agreement,
- 3 we have not claimed or exercised, nor do we have any outstanding right to claim or exercise against the Chargor, any right of set-off, counterclaim or other right relating to the Assigned Agreement

This acknowledgement and any non-contractual obligation arising out of or in connection with it are governed by the law of England and in connection with any proceedings with respect to this acknowledgment we submit to the jurisdiction of the courts of England for your exclusive benefit

Yours faithfully,

[Insert name of Counterparty]

Schedule 12

Form of Accession Deed

ACCESSION DEED

DATE

PARTIES

- (1) [●] (incorporated and registered in England and Wales under company registration number [●]), the registered office of which is at [●] (the "**New Chargor**"),
- (2) **Soul Coffee House Limited** (incorporated and registered in England and Wales under company registration number 09371749), the registered office of which is at 64 Wolsey Road, Northwood, Middlesex HA6 2EH (the "**Borrower**") for itself and as agent for and on behalf of each of the existing Chargors, and
- (3) [●] (incorporated and registered in England and Wales under company registration number [●]), the registered office of which is at [●] (the "**Lender**")

RECITAL

This deed is supplemental to a debenture dated [●] between (1) the Borrower, (2) the other Chargors named therein and (3) the Bank, as previously supplemented and amended by any earlier Accession Deed (the "**Debenture**")

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meanings when used in this deed

1.2 Incorporation

Clause 1.2 (Interpretation) of the Debenture is deemed to be incorporated in and to apply 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

3 UNDERTAKING TO PAY

The New Chargor undertakes with the Bank to pay and discharge the Secured Liabilities from time to time owing or incurred from or by it to the Bank when they fall due in accordance with the terms of the Finance Documents

4 FIXED SECURITY

4 1 As continuing security for the payment and discharge of the Secured Liabilities the New Chargor with full title guarantee charges to the Bank the following assets from time to time owned by it or in which it has a right, title and interest

4 1 1 by way of first legal mortgage all Real Property owned by such New Chargor at the date of this deed as described in Schedule 1,

4 1 2 by way of first fixed equitable charge all Real Property acquired by such New Chargor after the date of this deed and not effectively mortgaged under **clause 4 1 1** above,

4 1 3 by way of first fixed charge

- (a) all Plant and Equipment,
- (b) all Investments other than Shares,
- (c) all Shares,
- (d) its goodwill and uncalled capital,
- (e) all Material Intellectual Property,
- (f) all Debts,
- (g) all Accounts,
- (h) all Insurances to the extent not effectively assigned under **clause 4 2 1**

4 2 As continuing security for the payment and discharge of the Secured Liabilities the New Chargor with full title guarantee assigns, subject to a proviso for re-assignment on redemption, to the Bank by way of security the following assets from time to time owned by it or in which it has a right, title and interest

4 2 1 all Insurances, and

4 2 2 all Assigned Agreements

5. FLOATING SECURITY

5 1 Floating charge

As continuing security for the payment of the Secured Liabilities the New Chargor charges to the Bank by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Bank by way of fixed security under **clause 4 (Fixed Security)**

5 2 Conversion by notice

Subject to **clause 5 4 (Moratorium under Insolvency Act 1986)**, the Bank may at any time by written notice to the New Chargor convert the floating charge created by **clause 5 1 (Floating charge)** into a fixed charge as regards any Floating Charge Assets specified in the notice if

5 2 1 an Event of Default has occurred and is continuing, or

5 2 2 the Bank reasonably considers that any Floating Charge Asset may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process

5 3 Automatic Conversion

If and notwithstanding **clause 5 2 (Conversion by notice)**

5 3 1 the New Chargor creates or attempts to create or permits to subsist any Security over any Floating Charge Asset other than Permitted Security,

5 3 2 any person levies or attempts to levy any distress, attachment, execution or other process against any Floating Charge Asset,

5 3 3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of a Chargor, or

5 3 4 an Event of Default has occurred and is continuing,

the floating charge over the relevant Charged Property shall automatically and immediately be converted into a fixed charge over all the Floating Charge Assets (or, in the cases of **clauses 5 3 1 and 5 3 2** above, over the relevant Floating Charge Asset)

5 4 Moratorium under Insolvency Act 1986

The Lender shall not be entitled to convert the floating charge created by **clause 5 1 (Floating charge)** into a fixed charge as a result only of the New Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and schedule A1 to the Insolvency Act 1986

5 5 Qualifying floating charge

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by **clause 5 1 (Floating charge)** which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act 1986

5 6 Reconversion

The Lender may at any time after any conversion of the floating charge created under this deed over any Charged Property into a fixed charge in accordance with **clauses 5 2**

(Conversion by notice) or 5.3 (Automatic conversion) above reconvert such fixed charge into a floating charge by notice to the relevant Chargor

6. EXCLUDED REAL PROPERTY

There shall be excluded from the fixed security created by **clause 4** (Fixed security) of this deed and **clause 3** (Fixed security) of the Debenture (but not, for the avoidance of doubt, the floating security created by **clause 5.1** (Floating charge) of this deed and **clause 4** (Floating security) of the Debenture) any Real Property held by the New Chargor under a Lease which precludes either absolutely or conditionally (including the requiring of the consent of any third party) the New Chargor from creating any charge over its leasehold interest in that Real Property

7. CONSTRUCTION OF DEBENTURE

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

8. 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

9. NOTICES

The New Chargor confirms that its address details for notices in relation to **clause 25** (*Communications*) of the Debenture are as follows

Address •,

Facsimile •,

Attention •

10. LAW

This deed and any non-contractual obligations arising out of or in connection with this deed shall be governed by English law

11. JURISDICTION OF ENGLISH COURTS

- 11.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) or any non-contractual obligation referred to in **clause 10** (Law) (a "Dispute")

11.2 The Lender and the New Chargor agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly neither of them will argue to the contrary

11.3 This clause is for the benefit of the Bank only. As a result, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions

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

Signatures to the Accession Deed

The New Chargor

Executed as a deed by)
[insert company name])
acting by)

Director

Director/Secretary

[Executed as a deed by)
[insert company name])
by a director)
In the presence of)

Director

Witness signature

Witness name

Witness address

Witness occupation]

The Borrower

Executed as a deed by)
Soul Coffee House Limited)
by a director)
In the presence of)

Director

Witness signature

Witness name

Witness address

Witness occupation

The Lender

Executed as a deed by)
HSBC Bank plc)
acting by its authorised signatory)
In the presence of)

Witness signature

Witness name

Witness address

Witness occupation

Execution Page

The Initial Chargers

Executed as a deed by
Soul Coffee House Limited
by a director
In the presence of

)
)
)
)

K. Pak

Director

Witness signature



Witness name

JIM PANG

Witness address

**NABARRO LLP
125 LONDON WALL
LONDON
EC2Y 5AS**

Witness occupation

TRAINEE SOLICITOR

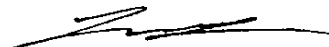
Executed as a deed by
Soul Coffee House (Central) Limited
by a director
In the presence of

)
)
)
)

K. Pak

Director

Witness signature



Witness name

JIM PANG

Witness address

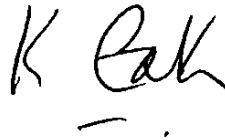
**NABARRO LLP
125 LONDON WALL
LONDON
EC2Y 5AS**

Witness occupation

TRAINEE SOLICITOR

Executed as a deed by
Soul Coffee House (East) Limited
by a director
In the presence of

)
)
)
)



Director

Witness signature



Witness name

JIM PANG

Witness address

NABARRO LLP
125 LONDON WALL
LONDON
EC2Y 5AS

Witness occupation

TRAINEE SOLICITOR

Executed as a deed by
Soul Coffee House (South) Limited
by a director
In the presence of

)
)
)
)



Director

Witness signature



Witness name

JIM PANG

Witness address

NABARRO LLP
125 LONDON WALL
LONDON
EC2Y 5AS

Witness occupation

TRAINEE SOLICITOR

Executed as a deed by
Soul Coffee House (West) Limited
by a director
In the presence of

)
)
)
)



Director

Witness signature



Witness name

JIM PANG

Witness address

NABARRO LLP
125 LONDON WALL
LONDON
EC2Y 5AS

Witness occupation

TRAINEE SOLICITOR

The Lender

Executed as a deed by
HSBC Bank plc
acting by its authorised signatory
In the presence of

)
)
)
)



Witness signature



Witness name

ANITA GIN

Witness address

NABARRO LLP
125 LONDON WALL
LONDON
EC2Y 5AS

Witness occupation

SOLICITOR