



Registration of a Charge

Company name: **CH & CO CATERING GROUP (HOLDINGS) LIMITED**

Company number: **09504990**



X6KM6DDN

Received for Electronic Filing: **05/12/2017**

Details of Charge

Date of creation: **01/12/2017**

Charge code: **0950 4990 0007**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY AGENT**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

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

Certified by:

OSBORNE CLARKE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9504990

Charge code: 0950 4990 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st December 2017 and created by CH & CO CATERING GROUP (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th December 2017 .

Given at Companies House, Cardiff on 7th December 2017

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



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

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

EXECUTION VERSION

Dated this 5 December 2017

Signed Osborne Clarke LLP

Osborne Clarke LLP

2 Temple Back East

Temple Quay, Bristol

BS1 6EG

Supplemental Debenture

- (1) CH & Co Catering Group (Holdings) Limited and certain of its subsidiaries
- (2) HSBC Corporate Trustee Company (UK) Limited as Security Agent

Dated 1 December 2017

Osborne Clarke LLP

EXECUTION VERSION

This Supplemental Debenture is made on 1 December 2017

Between:

- (1) Each person listed in Error! Reference source not found. (the "Chargors"); and
- (2) HSBC Corporate Trustee Company (UK) Limited as agent and trustee for the Secured Parties (the "Security Agent").

Background

- (A) Pursuant to the Original Debenture (as defined below), the Chargors created Security over all of their assets for, amongst other things, their present and future obligations and liabilities under the Original Facilities Agreement (as defined below) and the other Finance Documents (as defined in the Original Facilities Agreement).
- (B) The Chargors have agreed to amend the Original Facilities Agreement to provide additional facilities.
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

This Deed witnesses as follows:

1. Definitions and interpretation

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following definitions shall apply:

"Amended Facilities Agreement" means the Original Facilities Agreement, as further amended and restated by the amendment and restatement agreement entered into on or about the date of this Supplemental Debenture between amongst others (1) the Chargors and (2) the Security Agent.

"Assigned Elgar Contract" means the Elgar SPA.

"Concerto Holdings" means Concerto Group Holdings Limited, a company incorporated in England and Wales with registered number 06459580.

"Elgar Shares" means the:

- (a) 7,999,996 ordinary shares of £1.00 each in Concerto being beneficially owned by CH & Co Catering Limited as at the date of this Supplemental Debenture; and
- (b) 1,160,000 ordinary shares of £0.01 each in Concerto Holdings being beneficially owned by CH & Co Catering Limited as at the date of this Supplemental Debenture,

and any other share in Concerto Holdings from time to time legally or beneficially owned by or on behalf of CH & Co Catering Group Limited.

"Elgar SPA" means the sale and purchase agreement dated on or around the date of this Supplemental Debenture between (1) Nicholas Gill, Guy Rodger, Mark Greaves, Jane Milne and others (as set out in schedule 1 thereto), (2) CH & Co Catering Group Limited as buyer relating to the acquisition of Concerto Holdings.

"Finance Documents" has the meaning given to such term in the Amended Facilities Agreement.

EXECUTION VERSION

"Original Debenture" means the debenture between amongst others (1) the Chargors and (2) the Security Agent dated 1 June 2015.

"Original Facilities Agreement" means the facilities agreement dated 1 June 2015 as amended on 18 November 2015 as amended and restated on 15 July 2016 on 1 June 2017 and made between (1) CH & Co Catering Group (Holdings) Limited as parent (the **"Parent"**), (2) certain of the subsidiaries of the Parent listed therein as original borrowers, (3) certain of the subsidiaries of the Parent listed therein as original guarantors, (4) certain of the subsidiaries of the Parent listed therein as initial additional guarantors (5) HSBC Bank plc and The Royal Bank of Scotland plc as arrangers, (6) HSBC Bank plc and National Westminster Bank Plc as original lenders, (7) HSBC Bank plc as the agent and (9) the Security Agent.

"Secured Liabilities" means all present and future liabilities and obligations at any time due, owing or incurred by each Chargor to any Secured Party under the Amended Facilities Agreement and each other Finance Document, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

1.1 **Construction**

(a) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) of the Amended Facilities Agreement applies to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to **"this Agreement"** being deemed to be a reference to **"this Supplemental Debenture"**, subject to any necessary changes.

(b) Any references to the Security Agent or any Receiver shall include its Delegate.

1.2 **Law of Property (Miscellaneous Provisions) Act 1989**

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

1.3 **Implied covenants for title**

The obligations of the Chargors under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.4 **Effect as a deed**

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

1.5 **Trusts**

(a) The Security Agent holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance with the terms of clause 17.1 (*Trust*) of the Intercreditor Agreement.

(b) The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

2 **Security Assets**

2.1 Supplemental to clause 3 (*Security Assets*) of the Original Debenture, each of the Chargors, as security for the payment of the Secured Liabilities:

EXECUTION VERSION

- (a) charges by way of first legal mortgage, each Material Property; and
 - (b) charges by way of fixed charge:
 - (i) all Property(not effectively mortgaged under paragraph (a));
 - (ii) all fixed and permanent Plant and Machinery;
 - (iii) all Plant and Machinery not effectively charged by sub-clause 2.1(a)(ii);
 - (iv) all Shares;
 - (v) all Debts;
 - (vi) all Blocked Accounts;
 - (vii) all Other Accounts;
 - (viii) all Investments;
 - (ix) all Intellectual Property Rights;
 - (x) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
 - (xi) its goodwill and uncalled capital;
 - (xii) any Charged Agreements;
 - (xiii) the Elgar Shares; and
 - (xiv) if not effectively assigned by sub-clause 2.1(b), all its rights and interests in (and claims under) the assets described in sub-clause 2.1(b);
 - (c) by way of assignment by way of security:
 - (i) all Insurances and Insurance Proceeds;
 - (ii) any Assigned Contract;
 - (iii) any Hedging Agreement;
 - (iv) the Elgar SPA; and
 - (v) all Related Rights in respect of each of paragraphs 3.2(a) to (iv) (inclusive).
 - (d) by way of floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clause 2.1(a) or which are effectively assigned by way of security under sub-clause 2.1(b).
- 2.2 The floating charge created by sub-clause 2.1(c) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.
- 2.3 Sub-clauses 3.4 to 3.6 of the Original Debenture apply to the floating charge created by sub-clause 2.1(c) (*Security*).
- 3 **Incorporation**

EXECUTION VERSION

The provisions of clause 2 (*Covenant to Pay*) and clauses 4 (*Nature of Security*) to 19 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "**this Deed**" in the Original Debenture are to be construed as references to "this Supplemental Debenture".

4 Continuation

- 4.1 Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.
- 4.2 Each of the Chargors agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.
- 4.3 References in the Original Debenture to "**this Deed**" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.
- 4.4 This Supplemental Debenture is a Transaction Security Document and a Finance Document.

5 Governing law

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

6 Jurisdiction

- 6.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a "**Dispute**").
- 6.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 6.3 This clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

In witness this Supplemental Debenture is executed on the date appearing at the head of page 1.

Schedule 1

The Chargors

The Original Chargors

Name of Original Chargor	Jurisdiction of incorporation/formation (if applicable)	Registration number (if any)
CH & Co Catering Group (Holdings) Limited (<i>previously known as Muirhead Holdings Limited</i>)	England and Wales	09504990
CH & Co Catering Group Limited (<i>previously known as Muirhead Bidco Limited</i>)	England and Wales	09505062
HCMGH Limited	England and Wales	09005752
Host Management Ltd	England and Wales	04759938
Ensemble Combined Services Limited	England and Wales	07459986
Juice for Life Ltd	England and Wales	05402911
Catermasters Contract Catering (Holding) Company Limited	England and Wales	08092736
Catermasters Contract Catering Limited	England and Wales	03820136
CH & Co Catering Limited	England and Wales	02613820
Bite Catering Limited	England and Wales	05097580
The Brookwood Partnership Limited (<i>acceded by way of Debenture Accession Deed on 15 July 2016</i>)	England and Wales	03271727
Absolutely Catering Limited (<i>acceded by way of Debenture Accession Deed on 15 July 2016</i>)	England and Wales	06313610
Harbour & Jones Limited (<i>acceded by way of Debenture Accession Deed on 1 June 2017</i>)	England and Wales	05016914
Upfront Reception Services Limited (<i>acceded by way of</i>	England and Wales	09156540

EXECUTION VERSION

<i>Debenture Accession Deed on 1 June 2017)</i>		
Principal Catering Consultant Limited (<i>acceded by way of Debenture Accession Deed on 1 June 2017)</i>	England and Wales	02419830

EXECUTION VERSION

Signatories to Supplemental Debenture

Chargors

Executed as a Deed by
CH & Co Catering Group
(Holdings) Limited
acting by
in the presence of:

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)
)
)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

OLIVER MORGAN

SOLICITOR

30 Crown F.
Pinsent Masc.
London
EC2A 4ES

Executed as a Deed by
CH & Co Catering Group Limited
acting by
in the presence of:

)
)
)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

OLIVER MORGAN

AS ABOVE
SOLICITOR

Executed as a Deed by
HCMGH Limited
acting by
in the presence of:

)
)
)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

OLIVER MORGAN

AS ABOVE
SOLICITOR

EXECUTION VERSION

Executed as a Deed by
Bite Catering Limited
acting by
in the presence of:

)
)
)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

OLIVER MORGAN
AS ABOVE
SOLICITOR

Executed as a Deed by
Catermasters Contract Catering
(Holding) Company Limited
acting by
in the presence of:

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)
)
)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

OLIVER MORGAN
AS ABOVE
SOLICITOR

Executed as a Deed by
Catermasters Contract Catering
Limited
acting by
in the presence of:

)
)
)
)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

OLIVER MORGAN
AS ABOVE
SOLICITOR

EXECUTION VERSION

Executed as a Deed by
CH & Co Catering Limited
acting by
in the presence of:

)
)
)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

OLIVER MORGAN
AS ABOVE
SOLICITOR

Executed as a Deed by
Ensemble Combined Services
Limited
acting by
in the presence of:

)
)
)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

OLIVER MORGAN
AS ABOVE
SOLICITOR

Executed as a Deed by
Host Management Ltd
acting by
in the presence of:

)
)
)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

OLIVER MORGAN
AS ABOVE
SOLICITOR

EXECUTION VERSION

Executed as a Deed by
Juice for Life Limited
acting by
in the presence of:

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

OLIVER MORGAN
AS ABOVE
SOLICITOR

Executed as a Deed by
The Brookwood Partnership Limited
acting by
in the presence of:

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

OLIVER MORGAN
AS ABOVE
SOLICITOR

Executed as a Deed by
Absolutely Catering Limited
acting by
in the presence of:

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

OLIVER MORGAN
AS ABOVE
SOLICITOR

Executed as a Deed by
Harbour & Jones Limited

EXECUTION VERSION

acting by
in the presence of:

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

OLIVER MORGAN
AS ABOVE
SOLICITOR

Executed as a Deed by
Upfront Reception Services
Limited acting by
in the presence of:

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

OLIVER MORGAN
AS ABOVE
SOLICITOR

Executed as a Deed by
Principal Catering Consultant
Limited acting by
in the presence of:

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

OLIVER MORGAN
AS ABOVE
SOLICITOR

EXECUTION VERSION

Security Agent

Signed for and on behalf of)
HSBC Corporate)
Trustee Company (UK) Limited)
by its duly authorised attorney)
in the presence of)



Chloe Slattery
14/01/2014



Signature of witness

Name of witness

Address of witness

Occupation of witness

Chloe Slattery
HSBC Bank plc
8 Canada Square
London
E14 5HQ
Transaction
Manager