



Registration of a Charge

Company name: **THE CLAY OVEN GROUP LIMITED**

Company number: **10663299**



X685Q48A

Received for Electronic Filing: **08/06/2017**

Details of Charge

Date of creation: **02/06/2017**

Charge code: **1066 3299 0002**

Persons entitled: **OAKNORTH BANK LIMITED**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **ROSHNI GOTECHA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10663299

Charge code: 1066 3299 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd June 2017 and created by THE CLAY OVEN GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th June 2017 .

Given at Companies House, Cardiff on 9th June 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**

DATED 2 JUNE 2017

(1) THE CHARGORS LISTED IN SCHEDULE 1

(2) OAKNORTH BANK LIMITED

SECURITY OVER SHARES AGREEMENT

CONTENTS

1	DEFINITIONS AND INTERPRETATION	1
2	COVENANT AND CHARGE	2
3	DEPOSIT OF CERTIFICATES	2
4	VOTING RIGHTS AND DIVIDENDS	2
5	CHARGORS REPRESENTATIONS AND UNDERTAKINGS	3
6	FURTHER ASSURANCE	6
7	POWER OF ATTORNEY	6
8	POWER OF SALE	6
9	RECEIVER	6
10	CHARGORS OBLIGATIONS	7
11	EFFECTIVENESS OF COLLATERAL	7
12	SUBSEQUENT INTERESTS AND ACCOUNTS	8
13	COSTS AND EXPENSES	8
14	CURRENCY CONVERSION	9
15	NOTICES	9
16	SUCCESSORS	9
17	COUNTERPARTS	10
18	GOVERNING LAW AND JURISDICTION	10
	SCHEDULES	11
	SHARES	11

THIS AGREEMENT IS MADE ON THE 2 DAY OF JUNE 2017
BETWEEN

- (1) **OAKNORTH BANK LIMITED**, a company incorporated in England and Wales (registered number 8595042) whose registered office is at 6th Floor, Nightingale House, 65 Curzon Street, London W1J 8PE (e-mail lending@oaknorth.com) as the secured party (the "**Secured Party**"); and
- (2) The entities and individuals listed in Schedule 1 hereto (hereinafter individually referred to as a "**Chargor**" and jointly as the "**Chargors**"),

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"**Borrower**" means The Clay Oven UK Limited a company incorporated in England and Wales (registered number 03795348) whose registered office is at 13 The Mall, London, W1S 2PJ.

"**Charged Portfolio**" means the Shares and the Related Assets.

"**Collateral Rights**" means all rights, powers and remedies of the Secured Party provided by this Agreement or by law.

"**Enforcement Event**" means any event which entitles the Secured Party to:

- a) cancel all or any part of the Secured Obligations;
- b) declare all or any of the Secured Obligations due and payable; and/or
- c) declare all or any of the Secured Obligations to be payable on demand.

"**Facility Agreement**" means the facility agreement between the Secured Party as lender and the Borrower as borrower (as amended from time to time) dated on or about the date of this Agreement.

"**Related Assets**" means all dividends, interest and other monies payable in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise).

"**Secured Obligations**" means all obligations owing to the Secured Party by the Borrower or the Relevant Entity (as defined in the Facility Agreement) whether present or future, actual or contingent (and whether incurred by the Borrower or any Relevant Entity (as applicable) alone or jointly, and whether as principal or surety or in some other capacity).

"**Shares**" means all of the shares of the Borrower both present and future, including those shares specified in Schedule 2 to this Agreement held by, to the order or on behalf of the Chargor at any time.

1.2 In this Agreement:

1.2.1 unless a contrary indication appears, a reference to (i) "this Agreement" is a reference to this Agreement as amended or novated; (ii) the "Facility Agreement" is a reference to the Facility Agreement as amended or novated; and (iii) a "clause" is a reference to a clause of this Agreement;

1.2.2 clause and Schedule headings are for ease of reference only; and

1.2.3 a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

2 COVENANT AND CHARGE

2.1 This charge is given for good consideration and the Chargor shall on demand of the Secured Party discharge and pay to the Secured Party (when due and payable) each of the Secured Obligations provided that the liability of the Chargor hereunder shall be limited to the maximum value of the Charged Portfolio from time to time.

2.2 Each Chargor charges the Charged Portfolio, with full title guarantee and by way of first fixed charge, in favour of the Secured Party for the payment and discharge of all of the Secured Obligations.

2.3 Notwithstanding any other provision of this Agreement it is expressly agreed and understood that (a) the sole recourse of the Secured Party to the Chargors under this Agreement is to the Charged Portfolio and (b) the liability of the Chargors to the Secured Party pursuant to or otherwise in connection with this Agreement shall be (i) limited in aggregate to an amount equal to that recovered as a result of enforcement of this Agreement with respect to the Charged Portfolio and (ii) satisfied only from the proceeds of sale, enforcement or other disposal or realisation of the Charged Portfolio pursuant to this Agreement.

3 DEPOSIT OF CERTIFICATES

3.1 The Chargor shall, on the date of this Agreement, deposit (or procure there to be deposited) with the Secured Party all certificates and other documents of title to the Shares, and stock transfer forms (executed in blank by or on behalf of the Chargor) in respect of the Shares.

3.2 The Chargor shall, promptly upon the accrual, offer or issue of any Related Assets (in the form of stocks, shares, warrants or other securities) in which the Chargor has a beneficial interest, procure the delivery to the Secured Party of (a) all certificates and other documents of title representing those Related Assets and (b) such stock transfer forms or other instruments of transfer (executed in blank by or on behalf of the Chargor) in respect of those Related Assets as the Secured Party may request.

4 VOTING RIGHTS AND DIVIDENDS

4.1 Prior to the occurrence of any Enforcement Event, the Chargor shall be entitled to exercise all voting rights in relation to the Charged Portfolio provided that the Chargor shall not exercise such voting rights in any manner, or otherwise permit or agree to any (i) variation of the rights attaching to or conferred by all or any part of the Charged Portfolio, or (ii) increase in the issued share capital of any company whose shares are charged pursuant to this Agreement, which in the opinion of the

Secured Party would prejudice the value of, or the ability of the Secured Party to realise, the security created by this Agreement.

- 4.2 The Chargor shall not be entitled to receive any dividends, interests or other monies arising from the Charged Portfolio.

- 4.3 Upon the occurrence of any Enforcement Event, the Secured Party may, at its discretion (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor):

4.3.1 exercise (or refrain from exercising) any voting rights in respect of the Charged Portfolio;

4.3.2 apply all dividends, interest and other monies arising from the Charged Portfolio as though they were the proceeds of sale under this Agreement;

4.3.3 transfer the Charged Portfolio into the name of such nominee(s) of the Secured Party as it shall require; and

4.3.4 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Charged Portfolio, including the right, in relation to any company whose shares or other securities are included in the Charged Portfolio, to concur or participate in;

4.3.4.1 the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);

4.3.4.2 the release, modification or variation of any rights or liabilities attaching to such shares or securities; and

4.3.4.3 the exercise, renunciation or assignment of any right to subscribe for any shares or securities;

In each case in the manner and on the terms the Secured Party thinks fit, and the proceeds of any such action shall form part of the Charged Portfolio.

5 CHARGOR'S REPRESENTATIONS AND UNDERTAKINGS

- 5.1 Except with the Secured Party's prior written consent, the Chargor shall not:

5.1.1 assign or dispose of all or any part of the Charged Portfolio; or

5.1.2 create, grant or permit to exist (i) any security interest over or (ii) any restriction on the ability to transfer or realise, all or any part of the Charged Portfolio unless such security is in favour of the Lender.

- 5.2 Any Chargor, being an individual, represents and warrants to the Secured Party that:

5.2.1 he/she is a resident in the United Kingdom;

5.2.2 he/she has full power and authority to execute and deliver this Agreement and to comply with the provisions of, and perform all his/her obligations under this Agreement;

5.2.3 the obligations expressed to be assumed by it in this Agreement are legal, valid, binding and enforceable obligations;

5.2.4 no bankruptcy petition is presented against the Chargor;

5.2.5 no interim order under Section 253 of the Insolvency Act 1986 of England and Wales has been applied for against the Chargor; and

5.2.6 no receiving order or any relevant legislation in respect of, or the insolvency, death or mental disorder (within the meaning of the Mental Health Act 1983 of England and Wales or any relevant legislation) has been presented against the Chargor.

5.3 Any Chargor, being an individual, further represents and warrants to the Secured Party and undertakes for the duration of this Agreement that:

5.3.1.1 he/she is, and will be, the sole legal and beneficial owner of the Charged Portfolio free from any security interest except as created by this Agreement;

5.3.1.2 he/she has not sold or disposed of, and will not sell or dispose of, the benefit of all or any of his/her rights, title and interest in the Charged Portfolio;

5.3.1.3 he/she has and will have the necessary capacity to enable him/her to enter into and perform his/her obligations under this Agreement;

5.3.1.4 he/she will remain a resident in the United Kingdom;

5.3.1.5 he/she will promptly perform and discharge his/her duties and liabilities under this Agreement and any other Finance Documents;

5.3.1.6 that all financial and other information which is provided in writing by or on behalf of the Chargor under or in connection with this Agreement will be true and not misleading and will not omit any material fact or consideration;

5.3.1.7 he/she will obtain every consent and do all other acts and things (or procure the same to be done) which may from time to time be necessary for the continued due performance of his/her obligations under this Agreement;

5.3.1.8 he/she will provide the Secured Party with details of any legal or administrative action involving the Chargor as soon as such action is instituted or it becomes apparent to the Chargor that it is likely to be instituted, unless it is clear that the legal or administrative action cannot be considered material in the context of this Agreement;

5.3.1.9 he/she will notify the Secured Party in writing as soon as practicable after he/she becomes aware of:

- (A) any occurrence which could reasonably be expected adversely to affect the liability of the Chargor to perform and discharge his/her obligations and liabilities under this Agreement and/or any other Finance Documents to which he/she is a party;
- (B) the occurrence of an Event of Default or an event shall have occurred and be continuing which, with the giving of notice, lapse of time or both, would constitute an Event of Default; or
- (C) any matter which indicates that an Event of Default or an event which is capable of becoming an Event of Default may have occurred.

5.4 Any Chargor, being a company, represents and warrants to the Secured Party that:

- 5.4.1 it is a limited liability company, validly existing in its jurisdiction of incorporation; and
- 5.4.2 it is not deemed to be unable to pay its debts for the purpose of Section 123 of the Insolvency Act 1986 (but ignoring any requirement that any matter referred to in that section be proved to the satisfaction of the court), nor will it become so in consequence of entering into this Agreement.

5.5 Any Chargor, being a company, further represents and warrants to the Secured Party and undertakes for the duration of this Agreement that:

- 5.5.1.1 it is, and will be, the sole legal and beneficial owner of the Charged Portfolio free from any security interest except as created by this Agreement;
- 5.5.1.2 it has not sold or disposed of, and will not sell or dispose of, the benefit of all or any of its rights, title and interest in the Charged Portfolio;
- 5.5.1.3 it has and will have the necessary power to enable it to enter into and perform its obligations under this Agreement;
- 5.5.1.4 this Agreement constitutes its legal, valid and binding obligation and is an effective security over the Charged Portfolio;
- 5.5.1.5 all necessary authorisations to enable it to enter into this Agreement have been obtained and are, and will remain, in full force and effect; and
- 5.5.1.6 this Agreement creates those Secured Obligations it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

5.6 The Chargor represents to the Secured Party that the Shares are fully paid and undertakes to pay all calls or other payments due in respect of any part of the Charged Portfolio. If the Chargor fails to make any such payment, the Secured Party may make that payment on behalf of the Chargor and any sums so paid by the Secured Party shall be reimbursed by the Chargor on demand, together with interest on those sums. Such interest shall be calculated from the due date up to the actual date of payment (after, as well as before, judgment) at such commercial rate as the Secured Party may reasonably determine.

6 FURTHER ASSURANCE

6.1 The Chargor shall promptly execute all documents (including transfers) and do all things (including the delivery, transfer, assignment or payment of all or part of the Charged Portfolio to the Secured Party or its nominee(s)) that the Secured Party may specify for the purpose of (a) exercising the Collateral Rights or (b) securing and perfecting its security over or title to all or any part of the Charged Portfolio.

6.2 At any time after the occurrence of an Enforcement Event, the Chargor shall upon demand from the Secured Party (a) procure the transfer of the Charged Portfolio into the name of the Secured Party or its nominee(s), agents or such purchasers as it shall direct and (b) execute all documents and do all other things that the Secured Party may require to facilitate the realisation of the Charged Portfolio.

7 POWER OF ATTORNEY

The Chargor, by way of security, irrevocably appoints the Secured Party to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents (including any stock transfer forms and other instruments of transfer) and do all things that the Secured Party may consider to be necessary for (a) carrying out any obligation imposed on the Chargor under this Agreement or (b) exercising any of the rights conferred on the Secured Party by this Agreement or by law, (including, after the security constituted by this Agreement has become enforceable, the exercise of any right of a legal or a beneficial owner of the Charged Portfolio). The Chargor shall ratify and confirm all things done and all documents executed by the Secured Party in the exercise of that power of attorney.

8 POWER OF SALE

8.1 Upon the occurrence of any Enforcement Event, the Secured Party shall be entitled, without prior notice to the Chargor or prior authorisation from any court, to sell or otherwise dispose of all or any part of the Charged Portfolio (at the times, in the manner and on the terms it thinks fit). The Secured Party shall be entitled to apply the proceeds of that sale or other disposal in paying the costs of that sale or disposal and in or towards the discharge of the Secured Obligations.

8.2 The power of sale or other disposal in clause 8.1 shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925. The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Agreement or to any exercise by the Secured Party of its right to consolidate mortgages or its power of sale.

8.3 A certificate in writing by an officer or agent of the Secured Party that any power of sale or other disposal has arisen and is exercisable shall be conclusive evidence of that fact, in favour of a purchaser of all or any part of the Charged Portfolio.

9 RECEIVER

9.1 The Secured Party may by writing (acting through an authorised officer of the Secured Party) without notice to the Chargor appoint one or more persons to be receiver of the whole or any part of the

Charged Portfolio (each such person being (a) entitled to act individually as well as jointly and (b) for all purposes deemed to be the agent of the Chargor) if:

9.1.1 an Enforcement Event occurs; or

9.1.2 a petition or application is in the course of insolvency proceedings in relation to the Chargor.

9.2

In addition to the powers of the Secured Party conferred by clause 8 (Power of Sale), each person appointed pursuant to clause 9.1 shall have, in relation to the part of the Charged Portfolio in respect of which he was appointed, all the powers conferred by the Law of Property Act 1925 on a receiver appointed under that Act.

10

CHARGOR'S OBLIGATIONS

10.1

The obligations of the Chargor and the Collateral Rights shall not be discharged, impaired or otherwise affected by:

10.1.1 any winding-up, dissolution, administration or re-organisation of or other change in the Borrower or any other company, corporation, partnership or other person;

10.1.2 any of the Secured Obligations being at any time illegal, invalid, unenforceable or ineffective;

10.1.3 any time or other indulgence being granted to the Borrower or any other company, corporation, partnership or other person;

10.1.4 any amendment, variation, waiver or release of any of the Secured Obligations;

10.1.5 any failure to take or failure to release the value of any other collateral in respect of the Secured Obligations or any release, discharge, exchange or substitution of any such collateral; or

10.1.6 any other act, event or omission which but for this provision would or might operate to impair, discharge or otherwise affect the obligations of the Chargor under this Agreement.

11

EFFECTIVENESS OF COLLATERAL

11.1

The collateral constituted by this Agreement and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Secured Party may at any time hold for the Secured Obligations or any rights, powers and remedies provided by law. No prior security held by the Secured Party over the whole or any part of the Charged Portfolio shall merge into the collateral constituted by this Agreement.

11.2

This Agreement shall remain in full force and effect as a continuing arrangement unless and until the Secured Party discharges it and shall not cease by reason of any intermediate payment or satisfaction of all or any of the Secured Obligations or for any other reason; however, if the obligations of the Chargor under this Agreement cease to be continuing for any reason, the liability of the Chargor at the date of such cessation shall remain, regardless of any subsequent increase or reduction in the Secured Obligations.

11.3 No failure to exercise, nor any delay in exercising, on the part of the Secured Party, any Collateral Right shall operate as a waiver, nor shall any single or partial exercise of a Collateral Right prevent any further or other exercise of that or any other Collateral Right.

11.4 The Secured Party shall not be obliged to make any demand of the Borrower, to take any action or obtain judgment in any court against the Borrower or to make or file any proof or claim in a liquidation or insolvency of the Borrower or to enforce or seek to enforce any other security in respect of the Secured Obligations before exercising any Collateral Right.

11.5 So long as the Chargor is under any actual or contingent obligation in respect of the Secured Obligations, the Chargor shall not exercise any right which it may at any time have, by reason of the performance of its obligations under this Agreement, to be indemnified by the Borrower or to claim any contribution from any other person or to take the benefit (whether by subrogation or otherwise) of any right, entitlement, interest or remedy which the Secured Party may hold in relation to the Secured Obligations.

11.6 The Chargor shall not accept or permit to subsist any collateral from the Borrower or any other person in respect of any rights the Chargor may have arising out of this Agreement; if, despite this provision, any such collateral shall be accepted or subsisting, the Chargor acknowledges that the Chargor's rights under such collateral shall be held on trust for the Secured Party.

11.7 Any settlement or discharge under this Agreement shall be conditional upon no security or payment to the Secured Party by or on behalf of the Borrower being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws of general application and shall in those circumstances be void.

12 SUBSEQUENT INTERESTS AND ACCOUNTS

12.1 If the Secured Party at any time receives notice of any subsequent mortgage, assignment, charge or other interest affecting all or any part of the Charged Portfolio, all payments made by the Chargor to the Secured Party after that time shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations as at the time when the Secured Party received notice.

12.2 All monies received, recovered or realised by the Secured Party under this Agreement (including the proceeds of any conversion of currency) may in its discretion be credited to and held in any suspense or impersonal account pending their application from time to time in or towards the discharge of any of the Secured Obligations.

13 COSTS AND EXPENSES

The Chargor shall, on demand of the Secured Party, reimburse the Secured Party on a full indemnity basis for all costs and expenses (including legal fees, stamp duties and any value added tax) incurred in connection with (a) the execution of this Agreement or otherwise in relation to it, (b) the perfection or enforcement of the collateral constituted by this Agreement or (c) the exercise of any Collateral Right, together with interest from the date the costs and expenses were incurred to the date of payment at such rates as the Secured Party may reasonably determine.

14 CURRENCY CONVERSION

For the purpose of or pending the discharge of any of the Secured Obligations the Secured Party may convert any money received, recovered or realised or subject to application by it under this Agreement from one currency to another, as the Secured Party thinks fit; and any such conversion shall be effected at the Secured Party's spot rate of exchange for the time being for obtaining such other currency with the first currency.

15 NOTICES

15.1 Every notice or other communication under this Deed will be in writing, by e-mail, delivered personally or sent by pre-paid first class letter and be sent to the parties at the postal or e-mail address shown on the first page of this Deed or to such other postal or e-mail address as is notified by one party to the other by not less than five Business Days' notice.

15.2 Any notice or other communication given by the Lender will be deemed to have been received;

15.2.1 If by e-mail, on the day actually received in readable form or, if received after 5pm or on a day which is not a Business Day (being a day, other than a Saturday or a Sunday, on which commercial banks are open for general business in London), on the following Business Day;

15.2.2 If given by hand, on the day of actual delivery; and

15.2.3 If posted, on the Business Day following the day on which it was dispatched by pre-paid first-class post.

15.3 Any notice or other communication given to the Lender will only be deemed to have been given on actual receipt.

15.4 Chargor acknowledges that the use of electronic communication is at his sole risk and that Lender is not liable for any non-receipt of electronic communications. Any electronic communications may not be secure and third parties may corrupt, infect or gain access to information contained in them.

15.5 Chargor agrees to indemnify Lender from any loss, liability, cost or expense incurred by the Lender as a result of receiving or relying on any electronic communication that purports to be from the Chargor.

16 SUCCESSORS

This Agreement shall remain in effect despite any amalgamation or merger (however effected) relating to the Secured Party; and references to the Secured Party shall include any assignee or successor in title of the Secured Party and any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Secured Party under this Agreement or to which, under such laws, those rights and obligations have been transferred.

17 COUNTERPARTS

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

18 GOVERNING LAW AND JURISDICTION

18.1 Governing Law

This Agreement and any non contractual obligations arising out of or in connection with it are governed by English Law.

18.2 Jurisdiction

18.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement).

18.2.2 This clause 18.2 is for the benefit of the Secured Party only.

This Agreement is a Finance Document for the purposes of the Facility Agreement.

IN WITNESS WHEREOF this Agreement has been signed on behalf of the Secured Party and executed as a deed by the Chargor and is intended to be and is hereby delivered by it as a deed on the date specified above.

SCHEDULE 1

CHARGORS

1. Veena Khanna of Garlands, Watford Road, Sandy Lane, Northwood, Middlesex, HA6 3ER
2. Vinod Khanna of Garlands, Watford Road, Sandy Lane, Northwood, Middlesex, HA6 3ER
3. Neal Khanna of Garlands, Watford Road, Sandy Lane, Northwood, Middlesex, HA6 3ER
4. The Clay Oven Group Limited, a company incorporated in England and Wales (registered number 10663299) whose registered office is at Garlands, Sandy Lane, Northwood, Middx, United Kingdom, HA6 3ER

SCHEDULE 2

SHARES

Issuer	Registered Holder	Number and Class of Shares	Certificate number
The Clay Oven UK Limited (company number 03795348)	Veena Khanna	20000 Ordinary shares of £1	
The Clay Oven UK Limited (company number 03795348)	Vinod Khanna	160000 Ordinary shares of £1	
The Clay Oven UK Limited (company number 03795348)	Neal Khanna	20000 Ordinary shares of £1	
Denham Grove Hotel Limited (company number 10666336)	The Clay Oven Group Limited	100 Ordinary shares of £1	
The Clay Oven Group Limited (company number 10663299)	Veena Khanna	10 Ordinary shares of £1	
The Clay Oven Group Limited (company number 10663299)	Vinod Khanna	80 Ordinary shares of £1	
The Clay Oven Group Limited (company number 10663299)	Neal Khanna	10 Ordinary shares of £1	

THE SECURED PARTY

OAKNORTH BANK LIMITED

By: _____

Name: _____

Title: _____

THE CHARGORS

EXECUTED as a DEED by

VEENA KHANNA in the presence of:

Witness' Signature: _____

Witness' Name:

Witness' Address:
.....

Witness Occupation:
.....

EXECUTED as a DEED by

VINOD KHANNA in the presence of:

Witness' Signature: _____

Witness' Name:

Witness' Address:
.....

Witness Occupation:
.....

EXECUTED as a DEED by)
NEAL KHANNA in the presence of:)

Witness' Signature:

Witness' Name:

Witness' Address:

Witness Occupation:

EXECUTED as a DEED by)
THE CLAY OVEN GROUP LIMITED acting by)
a director in the presence of:)

Director/ Authorised signatory

Witness' Signature:

Witness' Name:

Witness' Address:

Witness Occupation:

THE SECURED PARTY
OAKNORTH BANK LIMITED

By: _____
Name: _____
Title: _____

THE CHARGORS

EXECUTED as a DEED by)
VEENA KHANNA In the presence of:)
.....

Witness' Signature: _____
Witness' Name:
Witness' Address:
.....
Witness' Occupation:

EXECUTED as a DEED by)
VINOD KHANNA In the presence of:)
.....

Witness' Signature: _____
Witness' Name:
Witness' Address:
.....
Witness' Occupation: