



Registration of a Charge

Company name: **HOME HOUSE LIMITED**

Company number: **03054972**

Received for Electronic Filing: **16/02/2017**



X60CSKAJ

Details of Charge

Date of creation: **15/02/2017**

Charge code: **0305 4972 0006**

Persons entitled: **BARCLAYS BANK PLC**

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: **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:

NORTON ROSE FULBRIGHT LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3054972

Charge code: 0305 4972 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th February 2017 and created by HOME HOUSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th February 2017 .

Given at Companies House, Cardiff on 17th February 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 15 February 2017

QUINTILLION UK LIMITED
and certain of its subsidiaries
as Chargors

and

BARCLAYS BANK PLC
as Security Agent

I 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.

Sign & Dated Norton Rose Fulbright LLP
16 February 2017

DEBENTURE

 **NORTON ROSE FULBRIGHT**

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PARTIES

THIS DEED is dated **15 February 2017** and made between:

- (1) **QUINTILLION UK LIMITED** registered in England and Wales (registered number 05260690) (the **Parent**) and **THE OTHER COMPANIES** listed Schedule 1 (*the Original Chargors*) as chargors (each a **Chargor** and together, the **Chargors**); and
- (2) **BARCLAYS BANK PLC** as Security Agent for the Secured Parties (the **Security Agent**).

SUMMARY

Chargors	the companies described in Schedule 1 (<i>the Original Chargors</i>), as varied from time to time
Chargee	Barclays Bank PLC as Security Agent for the Secured Parties from time to time
Charged Assets	all assets of the Chargors from time to time
Secured Obligations	<p>(a) in respect of the Original Lender, all money, debts, obligations and liabilities from time to time due, owing or incurred by the Chargors or any of them to the Original Lender, or any successor of the Original Lender, on any current or other account whatever or otherwise in any matter whatever, in each case under each Finance Document or otherwise (whether present or future, whether alone or jointly with any other person, whether actual or contingent, whether as principal or as surety, whether express or implied, in whatever name, form or style, in whatever currency it is denominated, whether originally owing to the Original Lender or purchased or otherwise acquired by the Original Lender); and</p> <p>(b) in respect of any Finance Party other than the Original Lender, all money, debts, obligations and liabilities from time to time due, owing or incurred by the Chargors or any of them to any Secured Party under each Finance Document (whether present or future, whether alone or jointly with any other person, whether actual or contingent, whether as principal or as surety or in any other capacity whatsoever).</p>
Type of security	legal mortgage, fixed and floating charges
Law	English law

IT IS AGREED as follows:

Interpretation

1 Definitions and interpretation

Definitions

1.1 Unless the context otherwise requires or unless otherwise defined in this Deed, words and expressions defined in the Facility Agreement shall have the same meaning when used in this Deed.

1.2 In this Deed:

Additional Chargor means a company which becomes a party to this Deed by executing a Supplemental Deed

Administrative Receiver means one or more administrative receivers appointed, or to be appointed, under this Deed

Administrator means one or more administrators appointed, or to be appointed, under this Deed

Charged Assets means the Fixed Charge Assets and the Floating Charge Assets

Chargor means an Original Chargor or an Additional Chargor

Debt means a monetary claim of any kind (whether present, future or contingent and whether originally owing to the person entitled to it or acquired by that person from someone else) and all Rights (including Security) connected with it

Disposal means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security

Enforcement Time, in relation to a Chargor, means any time at which an Event of Default has occurred and is continuing.

Equipment means plant, machinery, vehicles and other equipment used in a business, except equipment of a type which is disposed of in the ordinary course of trading, and all warranties and other Rights relating to them

Facility Agreement means the facility agreement dated on or about the same date of this Deed between, amongst others, the Parent as borrower, the other Chargors as guarantors and Barclays Bank PLC as Arranger, Original Lender, Agent and Security Agent, as it may from time to time be amended, restated, novated or replaced (however fundamentally, including by an

increase of any size in the amount of the facilities made available under it, the alteration of the nature, purpose or period of those facilities or the change of its parties);

Fixed Charge Assets means those assets which are from time to time the subject of clauses 3.2, 3.3 and 3.6

Floating Charge Assets means those assets which are from time to time the subject of clause 3.4

Insolvency Event means in relation to a person:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than England; or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction

Insolvency Legislation means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation

Investment means:

- (a) an investment described in Schedule 4 (*Investments*);
- (b) any shares or loan capital held by a Chargor in respect of any of such Chargor's Subsidiaries;
- (c) any investment acquired by a Chargor after the date of this Deed which is designated as an Investment by that Chargor and the Security Agent at or about the time of its acquisition; and
- (d) any other debt or equity security or any warrant or option to acquire or subscribe for any such security (whether it is held directly or through a custodian, clearing house or other person) unless it is of a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading,

and any accretions to them and other Rights arising in connection with them

Key Account means:

- (a) the Mandatory Prepayment Account;
- (b) any account that replaces the Mandatory Prepayment Account;
- (c) any account established by a Chargor after the date of this Deed which is designated as a Key Account by that Chargor and the Security Agent at or about the time of its establishment; and
- (d) any other account with a bank or financial institution which cannot be drawn on by the account holder in the ordinary course of its trading without the consent of the Security Agent

Key Contract means:

- (a) the Development Agreement and any other contract described in Schedule 5 (*Key Contracts*);
- (b) any contract that amends or replaces the Development Agreement or a contract described in Schedule 5 (*Key Contracts*); and
- (c) any contract entered by a Chargor into after the date of this Deed which is designated as a Key Contract by that Chargor and the Security Agent at or about the time it was entered into.

Land means:

- (a) freehold, leasehold or commonhold land;
- (b) any estate or interest in, and any Rights attaching or relating to that land, including, but not limited to, all rights under any licence or other agreement or document which gives a Chargor a right to occupy or use that land; and
- (c) any buildings, fixtures and fittings (including trade fixtures and fittings) and other equipment attached to, situated on or forming part of that land

Obligations, in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are:

- (a) to pay money or to perform (or not to perform) any other act;
- (b) express or implied;
- (c) present, future or contingent;

- (d) joint or several;
- (e) incurred as a principal or surety or in any other manner; or
- (f) originally owing to the person claiming performance or acquired by that person from someone else

Officer, in relation to a person, means any officer, employee or agent of that person

Original Chargor means a person described in Schedule 1

Receiver means an Administrative Receiver or a Specific Receiver

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

Secured Obligations means:

- (a) in respect of the Original Lender, all money, debts, obligations and liabilities from time to time due, owing or incurred by the Chargors or any of them to the Original Lender, or any successor of the Original Lender, on any current or other account whatever or otherwise in any matter whatever, in each case under each Finance Document or otherwise (whether present or future, whether alone or jointly with any other person, whether actual or contingent, whether as principal or as surety, whether express or implied, in whatever name, form or style, in whatever currency it is denominated, whether originally owing to the Original Lender or purchased or otherwise acquired by the Original Lender); and
- (b) in respect of any Finance Party other than the Original Lender, all money, debts, obligations and liabilities from time to time due, owing or incurred by the Chargors or any of them to any Secured Party under each Finance Document (whether present or future, whether alone or jointly with any other person, whether actual or contingent, whether as principal or as surety or in any other capacity whatsoever).

Security Agent means Barclays Bank PLC, or any other person appointed as Security Agent for the Finance Parties under the Finance Documents

Specific Receiver means one or more receivers or managers appointed, or to be appointed, under this Deed who is not an Administrative Receiver

Supplemental Deed means a deed by which a company becomes party to this Deed in a form agreed by the Parent and the Security Agent substantially in the form set out in Schedule 9 (*Form of Supplemental Deed*)

Supplemental Legal Charge means a deed by which the Chargors (or any of them) will grant a legal mortgage in favour of the Security Agent over any Land in England and Wales which is not already the subject of such a charge pursuant to this Deed in the form set out in Schedule 7 (*Form of Supplemental Legal Charge*) or in a form agreed by the Borrower and the Security Agent.

Third Parties Act means the Contracts (Rights of Third Parties) Act 1999

Interpretation

1.3 In this Deed:

- (a) the table of contents, the summary and the headings are inserted for convenience only and do not affect the interpretation of this Deed;
- (b) references to clauses and schedules are to clauses of, and schedules to, this Deed;
- (c) references to the Facility Agreement, any Finance Document or any other document are to that document as from time to time amended, restated, novated or replaced, however fundamentally;
- (d) references to a person include an individual, firm, company, corporation, unincorporated body of persons and any government entity;
- (e) references to a person include its successors in title, permitted assignees and permitted transferees;
- (f) words importing the plural include the singular and vice versa; and
- (g) references to any enactment include that enactment as amended or re-enacted; and, if an enactment is amended, any provision of this Deed which refers to that enactment will be amended in such manner as the Security Agent, after consultation with the Parent, determines to be necessary in order to preserve the intended effect of this Deed.

1.4 The Obligations of the Chargors under this Deed are joint and several.

1.5 Where this Deed imposes an obligation on a Chargor to do something if required or requested by the Security Agent, it will do so as soon as practicable after it becomes aware of the requirement or request.

1.6 It is intended that this document takes effect as a deed even though the Security Agent may only execute it under hand.

1.7 This Deed may be executed in counterparts.

1.8 The provisions of any other Finance Document relating to:

- (a) any disposition of an interest in land; or
 - (b) any obligation of the Lenders to make further advances,
- are deemed to be incorporated in this Deed.

- 1.9 Where a definition of a type of asset in clause 1.1 contains a number of categories, each category will be construed as separate from each other category.

Parties and third parties

- 1.10 The rights expressly conferred on each of the Finance Parties, each Receiver and each Officer of the Security Agent or a Receiver under this Deed are enforceable by each of them under the Third Parties Act.
- 1.11 *No other term of this Deed is enforceable under the Third Parties Act by anyone who is not a party to this Deed.*
- 1.12 The parties to this Deed may terminate this Deed or vary any of its terms without the consent of any third party.

Security

2 Payment of Secured Obligations

Each Chargor will pay or otherwise discharge on demand all the Secured Obligations from time to time incurred by it under or in connection with the Finance Documents when they become due for payment or discharge.

3 Charges

3.1 The charges contained in this clause 3:

- (a) are given to the Security Agent as trustee for the Finance Parties;
- (b) secure the payment and discharge of the Secured Obligations; and
- (c) are given with full title guarantee.

3.2 Each Chargor charges, by way of first legal mortgage:

- (a) all the Land of which a brief description is contained in Schedule 3 (*Land*); and
- (b) all other Land now owned by it,

and in any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances).

3.3 Each Chargor charges, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:

- (a) Land, other than that charged under clause 3.2;
- (b) Equipment;
- (c) Investments;
- (d) Key Contracts;
- (e) Key Accounts;
- (f) Intellectual Property;
- (g) Debts; and
- (h) goodwill and uncalled capital,

and in any Rights accruing to, derived from or otherwise connected with them (including insurances and proceeds of Disposal and of insurances.

- 3.4 Each Chargor charges, by way of first floating charge, its undertaking and all its present and future assets *other than those effectively charged under clauses 3.2 or 3.3.*
- 3.5 This floating charge created by this Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- 3.6 The Security Agent may convert all or part of the floating charge created by each Chargor under clause 3.4 into a fixed charge by giving notice to that effect to the Chargor concerned and specifying the identity of the assets concerned. This may be done on one or more occasion, but only (a) during an Enforcement Time or (b) if the Security Agent reasonably considers that its security over the assets concerned is in jeopardy and that it is necessary to do so to protect or preserve its security.

4 Set-off

- 4.1 A Finance Party may set off any matured Secured Obligation due from a Chargor (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- 4.2 If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of trading for the purpose of the set-off.
- 4.3 These Rights are in addition to the security conferred on the Security Agent under this Deed.

5 Restrictions

- 5.1 Each Chargor will ensure that the restrictions contained in this clause 5 are complied with unless the Security Agent agrees to the contrary.
- 5.2 Unless expressly permitted by the Facility Agreement:
- (a) no Security will exist over, or in relation to, any Charged Asset other than Permitted Security; and
 - (b) there will be no Disposal of any Charged Asset, other than a Permitted Disposal or in respect of any Debts.

6 Perfection

General action

- 6.1 Each Chargor will, at its own expense, create all such Security, execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry, an asset registry or otherwise), deposit all such documents and do all such other things as the Security Agent may require from time to time in order to:
- (a) ensure that it has an effective first-ranking fixed charge (or, in the case of Land then owned by that Chargor, a charge by way of legal mortgage) over the Fixed Charge Assets (other than the Debts), subject only to such Permitted Security as the Security Agent has agreed should rank in priority;
 - (b) ensure that it has an effective first-ranking floating charge over the Floating Charge Assets, subject only to such Permitted Security as the Security Agent has agreed should rank in priority; and
 - (c) facilitate the enforcement of the Transaction Security, the realisation of the Charged Assets or the exercise of any Rights held by the Security Agent or any Receiver or Administrator under or in connection with the Transaction Security.
- 6.2 The scope of clause 6.1 is not limited by the specific provisions of the rest of this clause 6 or by any other provision of the Transaction Security Documents.

Notification

- 6.3 If, after the date of this Deed, a Chargor acquires (a) Rights in Land, (b) a new Subsidiary or (c) Rights in any other material asset, it will notify the Security Agent as soon as reasonably practicable and will provide it with such information about the acquisition as the Security Agent may reasonably require.

Land

- 6.4 Each Chargor will execute a first charge by way of legal mortgage over any Land in England and Wales owned by it at that time which is not already the subject of such a charge in favour of the Security Agent, substantially in the form of the supplemental legal charge set out in Schedule 7 (*Form of Supplemental Legal Charge*).
- 6.5 Each Chargor agrees to the entry of the following restriction in the proprietorship register of the title to any Land in England and Wales which now or in the future is the subject of a charge by way of legal mortgage in favour of the Security Agent and which is, or is required to be, registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated [date of this Deed] in favour of Barclays Bank PLC of [address for service] referred to in the Charges Register."

- 6.6 If any Land in which a Chargor has Rights now or in the future is required to be registered at the Land Registry, that Chargor will, within the relevant priority period under the Land Charges Act 1972:
- (a) apply to the Land Registry for first registration of the title to that Land and registration of that Chargor as proprietor of that Land and notify the Security Agent of its title number; and
 - (b) if so required by the Security Agent, create a first charge by way of legal mortgage over that Land in favour of the Security Agent or, if not so required, procure that this Deed is noted in the charges register of that Land.
- 6.7 If any Land in which a Chargor has Rights is already registered when those Rights are acquired, that Chargor will within the priority period of the relevant Land Registry Official Search:
- (a) apply to the Land Registry for its title to that Land to be registered and give notice of the title number to the Security Agent; and
 - (b) if so required by the Security Agent, create a first charge by way of legal mortgage over that Land in favour of the Security Agent or, if not so required, procure that this Deed is noted in the charges register of that Land.
- 6.8 If any Land in which a Chargor has Rights now or in the future is not required to be registered at the Land Registry, that Chargor will, within the relevant priority period under the Land Charges Act 1972, apply to register a Class C Land Charge in respect of this Deed at the Land Charges Registry if the title deeds and documents to that Land are not deposited with the Security Agent under clause 6.10 (*Documents*).
- 6.9 Each Chargor will procure the entry of a note of the obligation to make further advances under the terms of the Facility Agreement on the Charges Register of any registered land forming part of the Land over which it has created a charge by way of legal mortgage in favour of the Security Agent.
- 6.10 Each Chargor will deposit with the Security Agent all deeds and documents of title and all leases, licences and other ancillary documents received by it or on its behalf in relation to its Land or ensure that such deeds and documents are held to the Security Agent's order under an acceptable undertaking in a form approved by the Security Agent by solicitors practicing in England.

Equipment

- 6.11 If required to do so by the Security Agent, each Chargor will create a first legal mortgage over any Equipment owned by it at that time, in any form which the Security Agent may reasonably require.

Shares

- 6.12 If, at any time, a Chargor owns shares in a Subsidiary, it will:
- (a) on the date of this Deed (or, if it acquires the shares later, as soon as practicable after it does so), deposit with the Security Agent all certificates or other documents of title to those shares and stock transfer forms for them, executed in blank by that Chargor;
 - (b) if required to do so by the Security Agent (and to the extent that that Chargor is able to do so) *amend the articles of association of the Subsidiary concerned in the manner reasonably required by the Security Agent (and procure that the Subsidiary takes, or omits to take, all such other steps as the Security Agent may require) in order to enable it to enforce its security without restriction; and*
 - (c) if reasonably required to do so by the Security Agent, procure that the Security Agent or its nominee becomes registered as the legal owner of the shares concerned.

Key Accounts and Key Contracts

- 6.13 If, at any time, a Chargor has a Right in respect of a Key Account or a Key Contract, it will, on the date of this Deed (or, if it acquires the Right later, as soon as practicable after it does so):
- (a) deliver a notice of this Deed to the other parties to the relevant Key Account or Key Contract (excluding the Home House Headlease and the Cumberland Headlease) substantially in the form set out in the applicable part of Schedule 6 (*Notice and Acknowledgement of charge*);
 - (b) deliver a notice of this Deed to the landlord to the Home House Headlease and the Cumberland Headlease in a form satisfactory to the Security Agent; and
 - (c) use its reasonable endeavours to procure that those parties deliver an acknowledgement of the notice to the Security Agent substantially in the form set out in that part of that Schedule (or, in the case of (b) above in a form satisfactory to the Security Agent) as soon as reasonably practicable.

provided that no such notice need be served where the Key Account is maintained with Barclays Bank PLC.

Subsequent security

- 6.14 If a Finance Party receives notice that any Security has been created over Charged Assets which the Finance Documents do not permit to rank in priority to the Transaction Security, that Finance Party will be treated as if it had immediately opened a new account for each Chargor, and all payments received by that Finance Party from that Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from that Chargor to that Finance Party.

Enforcement

7 Enforcement

Time for enforcement

- 7.1 The Security Agent may enforce the Transaction Security created by a Chargor at any time which is an Enforcement Time or if the Chargor concerned requests it to do so.

Methods of enforcement

- 7.2 The Security Agent may enforce the Transaction Security by:
- (a) appointing an Administrator of that Chargor;
 - (b) if permitted to do so by the Insolvency Legislation, appointing an Administrative Receiver of that Chargor;
 - (c) appointing a Specific Receiver of assets of that Chargor;
 - (d) going into possession of, receiving the benefit of, or selling assets of that Chargor, giving notice to that Chargor or any other person in relation to any assets of that Chargor, exercising a right of set-off or in any other way it may decide; or
 - (e) taking any other action it may decide in any jurisdiction other than England.
- 7.3 To the extent that the Transaction Security arises under a security financial collateral arrangement, the Security Agent may also enforce it by giving written notice to the Chargor concerned that it is appropriating those Charged Assets which consist of financial collateral. On receipt of that notice by the Chargor concerned, the Security Agent will automatically become the absolute owner of that financial collateral, and the Chargor concerned will have no further interest in it. The value of the financial collateral will, as soon as practicable after it has been established, be applied in discharge of the equivalent amount of the Secured Obligations in accordance with clause 8 (*Application of proceeds*) and, to the extent the value of the financial collateral exceeds the amount of Secured Obligations, the Security Agent shall account to the relevant Chargor for the surplus. For this purpose, the Security Agent will value the financial collateral as follows:
- (a) in the case of cash, by reference to its face value received by the Security Agent; and
 - (b) in the case of financial instruments, by reference to such public indices, valuations or other matters as the Security Agent may reasonably decide.

Expressions defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 will have the same meanings in this clause.

- 7.4 An Administrator must be appointed in accordance with the Insolvency Legislation.
- 7.5 A Receiver must be appointed by an Instrument in writing, and otherwise in accordance with the Insolvency Legislation.
- 7.6 The appointment of a Receiver may be made subject to such limitations as are specified by the Security Agent in the appointment.
- 7.7 If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Security Agent may specify to the contrary in the appointment.
- 7.8 Subject to the Insolvency Legislation, the Security Agent may remove or replace any Receiver.
- 7.9 If required by the Insolvency Legislation, an Administrator or Receiver must be a person qualified to act as such under it.

Powers on enforcement

- 7.10 An Administrator will have the powers given to him by the Insolvency Legislation.
- 7.11 An Administrative Receiver of a Chargor will have:
 - (a) the powers given to him by the Insolvency Legislation;
 - (b) the powers given to a mortgagee or a receiver by the Law of Property Act 1925, but without the restrictions contained in section 103 of that Act; and
 - (c) the power to do, or omit to do, on behalf of that Chargor, anything which that Chargor itself could have done, or omitted to do, if its assets were not the subject of Security and that Chargor were not in insolvency proceedings.
- 7.12 A Specific Receiver will have the same powers as an Administrative Receiver in respect of the assets over which he is appointed.
- 7.13 The Security Agent will, if it enforces the Transaction Security itself, have the same powers as an Administrative Receiver in respect of the assets which are the subject of the enforcement.
- 7.14 Except to the extent provided by law, none of the powers described in this clause 7 will be affected by an Insolvency Event in relation to a Chargor.

Status and remuneration of Receiver

- 7.15 A Receiver of a Chargor will be the agent of that Chargor until that Chargor goes into liquidation. He will have no authority to act as agent for the Security Agent, even in the liquidation of that Chargor.
- 7.16 The Security Agent may from time to time determine the remuneration of any Receiver.

Third parties

- 7.17 A person dealing with the Security Agent or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:
- (a) those persons have the power to do those things which they are purporting to do; and
 - (b) they are exercising their powers properly.

8 Application of proceeds

All money received or recovered by the Security Agent or a Receiver under or in connection with the Finance Documents (whether during, or before, enforcement of the Transaction Security) will, subject to the rights of any persons having priority, be applied in accordance with the Facility Agreement.

Undertakings

9 Land and Equipment

9.1 Each Chargor will:

- (a) comply with all material statutory, regulatory, environmental and contractual obligations relating to its Land or its use; and
- (b) comply with all obligations imposed on it, and enforce the observance and performance of all obligations of all other persons, under any lease of its Land.

9.2 Each Chargor will keep its Land and Equipment (to the extent such Equipment is necessary in the conduct of its business) in good repair, working order and condition (ordinary wear and tear excepted) and permit the Security Agent and its representatives to enter and view their state and condition upon giving reasonable notice to the Chargor concerned.

9.3 No Chargor will, without the written consent of the Security Agent:

- (a) grant or extend any lease, agreement for lease or licence, or part with or share possession or occupation, of its Land;
- (b) grant any licence or permission to any occupier to assign, underlet, part with possession or occupation or change the use of its Land;
- (c) determine, accept or agree to accept the surrender of any leasehold interest in any of its Land;
- (d) apply to the Land Registry to register the whole or any part of its Land as commonhold land or establish a commonhold association in respect of any of its Land; or
- (e) make a material change to the use of any of its Land,

save, in each case, as permitted under the terms of the Facility Agreement.

10 Investments

10.1 During an Enforcement Time (and also once the Transaction Security is being enforced), the Security Agent will be entitled to receive all distributions in respect of the Chargors' Investments for application in accordance with clause 8 (*Application of proceeds*). Otherwise, the Chargors will be entitled to receive those distributions.

10.2 During an Enforcement Time (and also once the Transaction Security is being enforced), but only upon written notice to the relevant Chargor, the Security Agent will be entitled to exercise

all voting and other Rights in respect of the Chargors' Investments. Otherwise, the Chargors will be entitled to exercise those Rights.

- 10.3 To the extent that the holder of those Investments is not the person entitled to receive those distributions and exercise those Rights, the holder will pay the distributions to the person entitled to them and will exercise those Rights in accordance with the reasonable requirements of the person entitled to exercise them.
- 10.4 Each Chargor will promptly pay all calls, instalments or other payments which from time to time become due in respect of any of its Investments, and the Security Agent will not in any circumstances incur any liability in respect of them.

11 Key Contracts, Key Accounts and Debts

- 11.1 Each Chargor will:
- (a) comply with all of its obligations under each Key Contract; and
 - (b) use its best endeavours to ensure that the Security Agent receives the full benefit of each Key Contract.
- 11.2 No Chargor will:
- (a) agree to alter the terms of, or terminate, any Key Contract or Key Account; or
 - (b) waive its rights under a Key Contract or Key Account,
- without the consent of the Security Agent or as permitted under the Facility Agreement.
- 11.3 The Security Agent will give its consent under clause 11.2 if, in its reasonable opinion, any such alteration or waiver will not materially affect the effectiveness or value of its security over the Key Contract or Key Account concerned.
- 11.4 No Chargor will make any withdrawal from any Key Account without the consent of the Security Agent.
- 11.5 The Security Agent will give its consent under clause 11.4 if the withdrawal is permitted under the Facility Agreement.
- 11.6 At an Enforcement Time, each Chargor will promptly collect and realise all Debts as agent for the Security Agent and pay all their proceeds into such accounts as the Security Agent may from time to time specify.

12 Intellectual Property

Each Chargor will comply with its obligation in respect of Intellectual Property as set out in clause 22.23 (*Intellectual property*) of the Facility Agreement.

13 Insurance

- 13.1 Each Chargor will maintain insurances in accordance with clause 24.6 of the Facility Agreement.
- 13.2 During an Enforcement Time (and also once the Transaction Security has been enforced), all payments in respect of any contract of insurance (other than those to which clause 24.6(i) of the Facility Agreement applies) will be paid to the Security Agent for application in accordance with clause 8 (*Application of proceeds*). Otherwise, all such payments will be applied in replacement, reinstatement and/or repair of the assets concerned or amelioration of the loss in respect of which the claim was made.

14 General undertakings

- 14.1 Each Chargor will take all steps as are necessary to preserve the value and marketability of its Charged Assets.
- 14.2 Each Chargor will notify the Security Agent as soon as it becomes aware of any matter which might reasonably be expected to have an adverse effect on the Rights of the Security Agent under the Transaction Security. Those matters include a breach or purported breach of a Key Contract by any party to it and a claim by any person to an interest in a Charged Asset.
- 14.3 Each Chargor will provide to the Security Agent:
- (a) such information about its Charged Assets;
 - (b) such information about the extent to which it has complied with its obligations under this Deed; and
 - (c) copies of such documents which create, evidence or relate to its Charged Assets,
- as the Security Agent may from time to time reasonably request.
- 14.4 The Finance Parties may exchange between themselves any information relating to the Chargors.
- 14.5 If a Chargor does not comply with its obligations under this Deed, the Security Agent may do so on that Chargor's behalf on such basis as the Security Agent may reasonably decide. That Chargor will indemnify the Security Agent on demand against the amount certified by the Security Agent to be the cost, loss or liability suffered by it as a result of doing so.

Miscellaneous

15 Duration of the security

- 15.1 The Obligations of each Chargor under the Finance Documents and the security created by the Transaction Security will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full (the **Discharge Date**), regardless of any intermediate payment or discharge in whole or in part.
- 15.2 If any payment by a Chargor or any other security provider or any release given by the Security Agent (whether in respect of the Secured Obligations or any security for them or otherwise) is avoided or reduced as a result of insolvency or any similar event:
- (a) the liability of each Chargor under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and
 - (b) the Security Agent will be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, release, avoidance or reduction had not occurred.
- 15.3 Section 93 of the Law of Property Act 1925 will not apply to the Transaction Security.
- 15.4 On the Discharge Date, (but subject to clause 15.2 above), the Security Agent shall, at the request and cost of the Chargors, execute and do all deeds (including the entry into a deed of release substantially in the form set out in Schedule 9 (*Deed of Release*), acts and things as may be reasonably necessary to release the Charged Assets from the Security Interest constituted hereby or pursuant hereto, re-assign any rights assigned under this Deed, return all deeds and documents of title delivered to the Security Agent under this Deed and execute and deliver such further deeds or documents as the Chargors 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 at clause 6.5 (*Land*) of this Deed).

16 Expenses, liability and indemnity

- 16.1 Each Chargor will, on demand, pay all legal and other costs and expenses (including any stamp duty, registration or other similar taxes) incurred by the Security Agent or by any Receiver in connection with the Transaction Security. This includes any costs and expenses relating to the enforcement or preservation of the Transaction Security or the Charged Assets and to any amendment, waiver, consent or release required in connection with the Transaction Security.

- 16.2 Neither the Security Agent nor a Receiver nor any of their Officers will be in any way liable or responsible to any Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Charged Assets or the Transaction Security, except to the extent caused by its own negligence or wilful misconduct.
- 16.3 Each Chargor will, on demand, indemnify each of the Security Agent, a Receiver and their Officers in respect of all costs, expenses, losses or liabilities of any kind which it incurs or suffers in connection with:
- (a) anything done or omitted in the exercise of the powers conferred on it under the Transaction Security, unless it was caused by its negligence or wilful misconduct;
 - (b) a claim of any kind (whether relating to the environment or otherwise) made against it which would not have arisen if the Transaction Security had not been granted and which was not caused by its negligence or wilful misconduct; or
 - (c) any breach by that Chargor of the Finance Documents.

17 Payments

- 17.1 All payments by a Chargor under the Transaction Security Documents will be made without any set-off or counterclaim.
- 17.2 All amounts payable by a Chargor under the Transaction Security Documents are exclusive of VAT. Each Chargor will, in addition, pay any applicable VAT on those amounts.
- 17.3 If a Chargor fails to make a payment to a person under the Transaction Security Documents, it will pay interest to that person on the amount concerned at the Default Rate from the date it should have made the payment until the date of payment (after, as well as before, judgment).
- 17.4 No payment by a Chargor (whether under a court order or otherwise) will discharge the Obligation of that Chargor unless and until the Finance Parties have received payment in full in the currency in which the Obligation is denominated. If, on conversion into that currency, the amount of the payment falls short of the amount of the Obligation concerned, the Finance Parties will have a separate cause of action against the Chargors for the shortfall.
- 17.5 Any certification or determination by the Security Agent of an amount payable by a Chargor under this Deed is, in the absence of manifest error, conclusive evidence of that amount.

18 Remedies

- 18.1 The Rights created by this Deed are in addition to any other Rights of the Finance Parties against the Chargors or any other security provider under any other documentation, the general

law or otherwise. They will not merge with or limit those other Rights, and are not limited by them.

19 Power of attorney

Each Chargor, by way of security, irrevocably appoints each of the Security Agent and any Receiver severally to be its attorney to do anything:

- (a) which that Chargor is obliged to do under the Transaction Security Documents; and
- (b) which the attorney may require to exercise any of the Rights conferred on it by the Transaction Security Documents or by law.

20 Parties

- 20.1 Each Chargor which executes this Deed will be bound by it even if other intended Chargors do not do so or are not effectively bound by it.

Additional Chargors

- 20.2 The Parent will procure that any new Subsidiary of a Chargor will, promptly upon becoming a Subsidiary, become a party to this Deed by executing a Supplemental Deed in form and substance satisfactory to the Security Agent. If it would otherwise constitute unlawful financial assistance to do so, the Parent will use its best endeavours to ensure that the security is granted in a lawful manner.

21 Notices

The provisions of clause 34 (*Notices*) of the Facility Agreement shall apply to this Deed.

22 Law and jurisdiction

- 22.1 This Deed and any non-contractual obligations connected with it are governed by English law.
- 22.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- 22.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.
- 22.4 Clause 22.2 is for the benefit of the Security Agent only. As a result, the Security Agent will 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.

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

Schedule 1
The Original Chargors

	Name	Registered Number
1	Quintillion UK Limited	05280690
2	Home House Limited	03054972
3	Berkeley Adam Limited	03054967
4	<i>Quintillion Restaurants Limited</i>	08254409

Schedule 2
Initial administrative details of the parties

Party	Address	Attention
Quintillion UK Limited	Home House 20 Portman Square London W1H 6LW	Laurence Krafchik
Home House Limited	Home House 20 Portman Square London W1H 6LW	Laurence Krafchik
Berkeley Adam Limited	Home House 20 Portman Square London W1H 6LW	Laurence Krafchik
Quintillion Restaurants Limited	Home House 20 Portman Square London W1H 6LW	Laurence Krafchik
Barclays Bank PLC	Barclays Bank PLC Hospitality & Leisure Team Level 27 1 Churchill Place London E14 5HP	Jim Turner

Schedule 3

Land

Part A

Registered Land

Quintillion UK Limited

The leasehold property known as 9/10 Portman Close, London W1H 9EF and 21 Portman Square, London W1 9EF and registered at the Land Registry with title numbers NGL790930 and NGL902707.

Schedule 4
Investments

Chargor	Name of company in which Investments are held	Investments held
Berkeley Adam Limited	Home House Limited	2,075,002 ordinary £1 shares
Quintillion UK Limited	Berkeley Adam Limited	118,575 ordinary £0.01 shares
Quintillion UK Limited	Quintillion Restaurants Limited	100 ordinary £1 shares

Schedule 5
Key Contracts

- 1 the Home House Headlease;
- 2 the Cumberland Headlease;
- 3 the Development Agreement;
- 4 each Development Document;
- 5 each Lease Document;
- 6 any Hedging Agreement; and
- 7 any insurance contract.

Schedule 6
Notice and acknowledgment of charge

Part A - Key Contracts

To: [Counterparty]

Date: *

Dear Sirs

Notice of Charge

- 1 We give you notice that, under a composite debenture dated * entered into by us (and others) in favour of Barclays Bank PLC (the **Security Agent**), we have charged to the Security Agent by way of first fixed charge all of our rights in *[insert details of agreement concerned]* (the **Agreement**).
- 2 We will remain liable for our obligations under the Agreement. The Security Agent has no obligations under it.
- 3 We have agreed with the Security Agent not to terminate or amend the Agreement or to waive any of its terms without the consent of the Security Agent.
- 4 We will also remain entitled to exercise all our rights, powers and discretions under the Agreement, and you should continue to give notices and make payments under the Agreement to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the composite debenture has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs
- 5 This instruction cannot be varied or terminated without the consent of the Security Agent.
- 6 Please sign the enclosed acknowledgement and return it to the Security Agent at *[address]* marked for the attention of *.

.....

for and on behalf of

[Chargor]

Acknowledgement of Charge

To: Barclays Bank PLC, as Security Agent

- 1 We acknowledge receipt of the notice [described above];
- 2 We have not received notice that any other person has an interest in the Agreement.
- 3 We will comply with the instructions in the notice.
- 4 We agree that no material amendment or termination of the Agreement (other than in accordance with the terms of the Agreement), nor any waiver of its terms, will be effective unless it is approved by the Security Agent.

Executed as a)
deed by)
[Counterparty]) Director
acting by:)

Director/Secretary

Date: •

Part B - Key Accounts

To: [Account Bank]

Date: •

Dear Sirs

Notice of Charge

- 1 We give you notice that, under a composite debenture dated • entered into by us (and others) in favour of Barclays Bank PLC (the Security Agent), we have charged to the Security Agent by way of first fixed charge all of our rights in our • account with you (no. •) (the Account).
- 2 We have agreed with the Security Agent not to close the Account or to amend or waive any of its terms without the consent of the Security Agent.
- 3 We instruct you:
 - (a) to honour withdrawals from the Account if requested by the Security Agent;
 - (b) not to honour any withdrawals from the Account if requested by us, unless our instructions are countersigned by the Security Agent; and
 - (c) disclose to the Security Agent, without further approval from us, such information regarding the Account as the Security Agent may from time to time request and to send it copies of all statements and other notices issued by you in connection with the Account.
- 4 These instructions cannot be varied or terminated without the consent of the Security Agent.
- 5 Please sign the enclosed acknowledgement and return it to the Security Agent at [address] marked for the attention of •.

.....

for and on behalf of

[Chargor]

Acknowledgement of Charge

To: Barclays Bank PLC, as Security Agent

- 1 We acknowledge receipt of the notice [described above].
- 2 We have not received notice that any other person has an interest in the Account.
- 3 We will comply with the instructions in the notice.
- 4 We will not, without the Security Agent's consent, permit any amount to be withdrawn from the Account.
- 5 We will not, without the Security Agent's consent, exercise any right of combination, consolidation or set-off which we may have in respect of the Account.

Executed as a)
deed by)
[Account Bank]) Authorised signatory
acting by:)
Authorised signatory

Date: ●

Schedule 7
Form of Supplemental Legal Charge

Dated

20[●]

[●]

and

BARCLAYS BANK PLC
as Security Agent

SUPPLEMENTAL LEGAL CHARGE
to the Debenture dated [●] 2016

 **NORTON ROSE FULBRIGHT**

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Deed dated

20[•]

PARTIES

Chargor [•]

Security Agent BARCLAYS BANK PLC as security agent for the Secured Parties.

SUMMARY

Chargor [•]

Chargee BARCLAYS BANK PLC as security agent for the Secured Parties from time to time.

Charged Assets the Land described in Schedule 1 and any Rights accruing to, derived from or otherwise connected with the Land.

Secured Obligations (a) in respect of the Original Lender, all money, debts, obligations and liabilities from time to time due, owing or incurred by the Chargors or any of them to the Original Lender, or any successor of the Original Lender, on any current or other account whatever or otherwise in any matter whatever, in each case under each Finance Document or otherwise (whether present or future, whether alone or jointly with any other person, whether actual or contingent, whether as principal or as surety, whether express or implied, in whatever name, form or style, in whatever currency it is denominated, whether originally owing to the Original Lender or purchased or otherwise acquired by the Original Lender); and

(b) in respect of any Finance Party other than the Original Lender, all money, debts, obligations and liabilities from time to time due, owing or incurred by the Chargors or any of them to any Secured Party under each Finance Document (whether present or future, whether alone or jointly with any other person, whether actual or contingent, whether as principal or as surety or in any other capacity whatsoever).

Type of security Legal mortgage.

Law English law.

IT IS AGREED as follows:

Interpretation

1 Definitions and interpretation

Definitions

1.1 Unless the context otherwise requires or unless otherwise defined in this Deed, words and expressions defined in the Debenture shall have the same meaning when given to them in this Deed.

1.2 In this Deed:

Chargor means [●].

Debenture means the debenture dated [●] 2016 granted by Quintillion UK Limited and certain of its subsidiaries in favour of the Security Agent.

Interpretation

1.3 The provisions of clauses 1.2 to 1.12 (inclusive) of the Debenture apply to this Deed as though they were set out in full in this Deed except that the references to the Debenture are to be construed as references to this Deed.

Security

2 Payment of Secured Obligations

The Chargor will pay or otherwise discharge on demand all the Secured Obligations from time to time incurred by it under or in connection with the Finance Documents when they become due for payment or discharge.

3 Charges

3.1 The charges contained in this clause 3:

- (a) are given to the Security Agent as trustee for the Finance Parties;
- (b) secure the payment and discharge of the Secured Obligations; and
- (c) are given with full title guarantee.

3.2 The Chargor charges, by way of first legal mortgage all the Land of which a brief description is contained in Schedule 1 (*Land*) and any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances).

4 Incorporation

The provisions of clauses 4 (*Set-off*) to clause 6.2 (*Perfection*) (inclusive) and clause 7 (*Enforcement*) to clause 8 (*Application of Proceeds*) (inclusive) and clause 12 (*General Undertakings*) to clause 17 (*Power of Attorney*) (inclusive) and clause 18.3 (*Resignation of the Security Agent*) to 19 (*Notices*) (inclusive) of the Debenture are deemed to be incorporated in this Deed with all necessary modifications as if they were set out in full in this Deed.

5 Representations

The Chargor represents and warrants that the particulars of the Land set out in Schedule 1 (*Land*) are accurate and complete as at the date of this Deed.

6 Land Registry

- 6.1 The Chargor agrees to the entry of the following restriction in the proprietorship register of the title to any Land in England and Wales which now or in the future is the subject of a charge by way of legal mortgage in favour of the Security Agent and which is, or is required to be, registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated [*date of this Deed*] in favour of Barclays Bank PLC, [*Address*] referred to in the Charges Register."

- 6.2 If any Land in which a Chargor has Rights now or in the future is required to be registered at the Land Registry, that Chargor will, within the relevant priority period under the Land Charges Act 1972:

- (a) apply to the Land Registry for first registration of the title to that Land and registration of that Chargor as proprietor of that Land and notify the Security Agent of its title number; and
- (b) if so required by the Security Agent, create a first charge by way of legal mortgage over that Land in favour of the Security Agent or, if not so required, procure that this Deed is noted in the charges register of that Land.

- 6.3 The Chargor will procure the entry of a note of the obligation to make further advances under the terms of the Facility Agreement on the Charges Register of any registered land forming part of the Land over which it has created a charge by way of legal mortgage in favour of the Security Agent.

- 6.4 The Chargor will deposit with the Security Agent all deeds and documents of title and all leases, licences and other ancillary documents received by it or on its behalf in relation to its Land.

7 No Merger

The legal charge in clause 3.2 of this Deed shall be separate and distinct from and shall not merge with the equitable charge created over the Land by clause 3.3 of the Debenture.

8 Designation as a Security Document

The Agent and Borrower designate this Deed as a Security Document.

9 Further Assurance

- 9.1 This Deed is being entered into by the Chargor to comply with its further assurance obligations in the Facility Agreement.

10 Counterparts

- 10.1 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.

11 Law and jurisdiction

- 11.1 This Deed and any non-contractual obligations connected with it are governed by English law.
- 11.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- 11.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.
- 11.4 Clause 11.2 is for the benefit of the Security Agent only. As a result, the Security Agent will 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.

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

Schedule 1
Land

**County / District / London
Borough**

Address / Description

Title Number

[SIGNATORIES TO THE SUPPLEMENTAL LEGAL CHARGE]

The Chargor

SIGNED as a DEED on behalf of)
[•])
a company incorporated in [•], by)
_____)
director, being a person who, in accordance with the laws) Director
of that territory, is acting under the authority of the)
company)

The Security Agent

BARCLAYS BANK PLC

by:
Authorised signatory

The Agent

BARCLAYS BANK PLC

by:
Authorised signatory

**Schedule 8
Supplemental Deed**

CONFIDENTIAL

Dated

Supplemental deed to the debenture

[NEWCO]

as Additional Chargor

and

BARCLAYS BANK PLC

as Security Agent

Supplemental Deed dated •

SIGNATORIES

Additional Chargor[s]	• [and the other companies described in the Schedule]
Security Agent	BARCLAYS BANK PLC as security agent for the Secured Parties.

SUMMARY

Additional Chargor[s]	the [company/companies] described in the Schedule (<i>The Additional Chargor[s]</i>)
Chargee	BARCLAYS BANK PLC as security agent for the Secured Parties from <i>time to time</i> .
Secured Obligations	<p>(a) in respect of the Original Lender, all money, debts, obligations and liabilities from time to time due, owing or incurred by the Chargors or any of them to the Original Lender, or any successor of the Original Lender, on any current or other account whatever or otherwise in any matter whatever, in each case under each Finance Document or otherwise (whether present or future, whether alone or jointly with any other person, whether actual or contingent, whether as principal or as surety, whether express or implied, in whatever name, form or style, in whatever currency it is <i>denominated, whether originally owing to the Original Lender or purchased or otherwise acquired by the Original Lender</i>); and</p> <p>(b) in respect of any Finance Party other than the Original Lender, all money, debts, obligations and liabilities from time to time due, owing or incurred by the Chargors or any of them to any Secured Party under each Finance Document (whether present or future, whether alone or jointly with any other person, whether actual or contingent, whether as principal or as surety or in any other capacity whatsoever).</p>
Charged Assets	all assets of the Additional Chargor[s] from time to time
Type of security	fixed and floating charges and assignment by way of security.
Law	English law

IT IS AGREED as follows:

1 Definitions and interpretation

Definitions

In this Deed, **Debenture** means the Debenture dated [●] 2016 granted by Quintillion UK Limited and others as chargors in favour of the Security Agent, as it may from time to time be amended, restated, novated or replaced.

Interpretation

- (a) Unless the context otherwise requires or unless otherwise defined, words and expressions defined in the Debenture shall have the same meaning when used in this Deed.
- (b) Clauses 1.2 to 1.12 (inclusive) of the Debenture apply to this Deed as though they were set out in full in this Deed except that references to the Debenture are to be construed as references to this Deed.

2 Accession to the Debenture

- 2.1 From the date of this Deed, the Additional Chargor[s] agree[s] to become [an] Additional Chargor[s] and be bound by the terms of the Debenture.
- 2.2 The Additional Chargor[s] shall, for all the purposes of the Debenture, be treated as one of the Chargors.

3 Representations and warranties

[Each/The] Additional Chargor represents and warrants to the Security Agent that the representations and warranties deemed to be made by it pursuant to clause 9 (*Representations*) of the Debenture are true and accurate on the date of this Deed.

4 Continuation of the Debenture

The Debenture and the Security created under it shall continue in full force and effect as supplemented and amended by this Deed. The Debenture and this Deed shall be read and construed as one instrument as if references in the Debenture to "this Deed" were to the Debenture and this Deed taken together.

5 Counterparts

This Deed 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 Deed.

6 Law and jurisdiction

- 6.1 This Deed and any non-contractual obligations connected with it are governed by English law.

- 6.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- 6.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.
- 6.4 Clause 6.2 is for the benefit of the Security Agent only. As a result, the Security Agent will 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.

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

Schedule
The Additional Chargor[s]

Name		Registered number
1		
2		
3		

[SIGNATORIES TO THE SUPPLEMENTAL DEED]

The Additional Chargers

SIGNED as a DEED on behalf of
[NAME OF ADDITIONAL CHARGOR]
[in its capacity as [☉]]
a [] established in [], by

director, being a person who, in accordance with the
laws of that territory, is acting under the authority of the
[]

Director

in the presence of:

[illegible]

Name of witness:

Address:

The Security Agent

BARCLAYS BANK PLC

by:

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

Authorised signatory

Schedule 9
Deed of Release

Dated

20[●]

BARCLAYS BANK PLC

as Security Agent

in favour of

[NAME OF CHARGOR]

[and others]

Deed of release

THIS DEED is dated [] and made by:

- (1) BARCLAYS BANK PLC (the Security Agent) in favour of
- (2) [THE COMPANY]/[THE COMPANIES described in Schedule 1] (the Chargor[s])

1 Definitions and interpretation

Definitions

- 1.1 In this Deed, unless the context otherwise requires, the following expressions have the following meanings:

Effective Date means [the date of this Deed].

Security Document[s] means the document[s] described in Schedule 2.

- 1.2 This Deed may be executed in counterparts.

Third party rights

- 1.3 No term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone other than a party to this Deed.

2 Release and Reassignment

From the Effective Date the Security Agent hereby irrevocably and unconditionally releases all the property, assets and undertaking of each of the Chargors charged under the terms of the Security Documents and all claims and demands thereunder.

3 Security Agent's Expenses

[The]/[Each] Chargor will reimburse the Security Agent on demand in respect of all legal and other expenses incurred by it in relation to the negotiation and preparation of this Deed and any other documents in connection with it.

4 Further Assurance

The Security Agent will, at the request and cost of the Chargor[s], execute and deliver such further deeds and documents as may reasonably be necessary to give effect to the release of security contained in this Deed.

5 Counterparts

This Deed may be executed in any number of counterparts. This has the same effect as if the signatories on the counterparts were on a single copy of this Deed.

6 Law and Jurisdiction

Law

- 6.1 This Deed and any non-contractual obligations connected with it are governed by English law.

Jurisdiction

- 6.2 [The]/[Each] Chargor irrevocably agrees that the English courts have exclusive jurisdiction and accordingly submits to the jurisdiction of the English courts in relation to any matter arising in connection with this Deed or any non-contractual obligations connected with this Deed (including regarding its existence).
- 6.3 [The]/[Each] Chargor agrees that the English courts are the most appropriate and convenient courts to settle any matter.
- 6.4 The Security Agent may, however, bring proceedings in connection with this Deed (including its existence) in any court of competent jurisdiction and, to the extent allowed by law, take concurrent proceedings in any number of jurisdictions.

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

Schedule 1
The Chargors

	Name	Registered number
1	[CHARGOR 1]	[]
2	[CHARGOR 2]	[]
3	[CHARGOR 3]	[]

Schedule 2
The Security Documents

1. [The debenture dated [Ø] between [CHARGOR[S]] as [chargor[s]] and the Security Agent as [security agent].]
2. []

[PLEASE LIST THE DOCUMENTS TO BE RELEASED]

SIGNATORY

The Security Agent

Executed as a deed by
BARCLAYS BANK PLC

acting by:

.....

Director

in the presence of:

.....

Name of witness:

Address:

Occupation:

The Chargor[s]

Executed for and on behalf of

[CHARGOR 1]

)

)

)

.....

Authorised signatory

Executed for and on behalf of

[CHARGOR 2]

)

)

)

.....

Authorised signatory

Executed for and on behalf of

[CHARGOR 3]

)

)

)

.....

Authorised signatory

SIGNATORIES

The Chargors

Executed as a deed by
QUINTILLION UK LIMITED

acting by:



Director

in the presence of:



Name of witness: *Lucy Hawthorn*

Address: *K&L Gates LLP*
One New Change
London
EC4M 9AF

Occupation: *Solicitor*

Executed as a deed by
HOME HOUSE LIMITED

acting by:



Director

in the presence of:



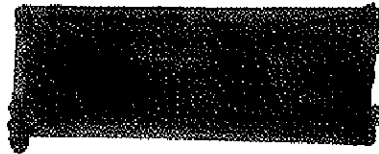
Name of witness: *Lucy Hawthorn*

Address: *K&L Gates LLP*
One New Change
London
EC4M 9AF

Occupation: *Solicitor*

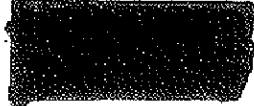
Executed as a deed by
BERKELEY ADAM LIMITED

acting by:



Director

in the presence of:



Name of witness: *Lucy Hawsell*

Address: *KBL Gates LLP
One New Change
London EC4M 9AF*

Occupation: *Solicitor*

Executed as a deed by
QUINTILLION RESTAURANTS LIMITED

acting by:



Director

in the presence of:



Name of witness: *Lucy Hawsell*

Address: *KBL Gates LLP
One New Change
London EC4M 9AF*

Occupation:

The Security Agent

BARCLAYS BANK PLC

by: *Philip Richardson*



Authorised signatory