

MR01

Particulars of a charge

10/809/13

Laserform

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

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

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

✗ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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

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

WEDNESDAY



L18 *L4MVP97S* #278
23/12/2015
COMPANIES HOUSE

1 Company details

Company number 0 3 5 1 3 3 4 4

Company name in full Havana Holdings (UK) Limited /

For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d1 d7 m1 m2 y2 y0 y1 y5 /

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

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

Name Barclays Bank PLC as security agent and security
trustee for the Secured Parties (as defined in the,

Name accompanying copy instrument)

Name

Name

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

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

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Particulars of a charge

4

Brief description

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

Brief description

Not applicable

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

Please limit the description to the available space

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to Section 7

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X *Simmons & Simmons LLP*

X

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

MR01

Particulars of a charge



Presenter information

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

Contact name Amanda Gardam (001226-01657)

Company name Simmons & Simmons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 S S

Country United Kingdom

DX DX Box No 12 Chancery Lane London

Telephone 020 7925 4815



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

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

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

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

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3513344

Charge code 0351 3344 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th December 2015 and created by HAVANA HOLDINGS (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2015

DX

Given at Companies House, Cardiff on 5th January 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 17 December 2015

EXECUTION VERSION

Supplemental Share Charge

between

Havana Holdings (UK) Limited

as Chargor

and

Barclays Bank PLC

as Security Agent

relating to

36,000,000 ordinary shares in Primeairo Limited

WE CERTIFY THAT THIS COPY
INSTRUMENT IS A CORRECT COPY
OF THE ORIGINAL INSTRUMENT.

Simmons & Simmons LLP

Signed (firm name)

KXB

Initials of Signatory

22/12/15

Dated (DD/MM/YY)

Simmons & Simmons

Simmons & Simmons LLP CityPoint One Ropemaker Street London EC2Y 9SS United Kingdom
T +44 20 7628 2020 F +44 20 7628 2070 DX Box No 12

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THIS DEED is dated 17 December 2015

and made

BETWEEN:

- (1) **HAVANA HOLDINGS (UK) LIMITED**, registered in England and Wales with registered number 03513344 (the "**Chargor**"), and
- (2) **BARCLAYS BANK PLC** (the "**Security Agent**"), which expression includes its permitted successors and assigns, as security agent and security trustee for the Secured Parties

BACKGROUND:

- (A) The Lenders have made available to the Borrowers a loan facility in accordance with the terms of the Finance Documents.
- (B) The Chargor is required to enter into this Deed in accordance with the Finance Documents.

IT IS AGREED as follows

1. Interpretation

1.1 Definitions

Terms defined in the Facility Agreement have the same meaning when used in this Deed unless given a different meaning in this Deed, and in this Deed

"**Borrowers**" means Capital Hill Hotels Limited and the Chargor as borrowers under the Facility Agreement

"**Enforcement Event**" means an Event of Default which is continuing

"**Facility Agreement**" means the facility agreement dated 12 August 2015 between, amongst others, the Borrowers, the Parent, the Original Guarantors, the Original Lenders, the Original Hedge Counterparty and the Security Agent as arranger, agent and security agent, as amended, restated, supplemented or novated from time to time

"**Finance Document**" has the meaning given in the Facility Agreement,

"**LPA**" means the Law of Property Act 1925

"**Obligor**" has the meaning given in the Facility Agreement

"**Party**" means a party to this Deed

"**Receiver**" means any one or more receiver, administrator, receiver and manager or administrative receiver appointed by the Security Agent under this Deed, whether sole, joint and/or several and including any substitute

"**Related Assets**" means.

- (A) all dividends, interest and other moneys payable in respect of the Shares,
- (B) any right, money or property accruing or offered at any time in relation to the Shares by way of redemption, substitution, conversion, exchange, bonus or preference, under option rights or otherwise;

- (C) any right against any clearance system in relation to the Shares, and
- (D) any right under any custodian or other agreement in relation to the Shares

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) by any Transaction Obligor to any Secured Party under each Finance Document

"Secured Party" means a Finance Party, a Receiver or any Delegate

"Security Assets" means the Shares and the Related Assets which from time to time are, or are expressed to be, subject to the Security created or expressed to be created in favour of the Security Agent pursuant to this Deed

"Security Period" means the period beginning on the date of this Deed and ending on the date on which the Secured Liabilities have been irrevocably paid in full and that all facilities which might give rise to any Secured Liabilities have been terminated.

"Shares" means 36,000,000 ordinary shares of £1 00 in Primeairo Limited held by or to the order of the Chargor.

1 2 Construction

- (A) The provisions of clause 1 2 (*Construction*) of the Facility Agreement shall apply, with any necessary amendments, in this Deed
- (B) Any reference in this Deed to the "Security Agent", the "Chargor" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents (as relevant) and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Facility Agreement
- (C) Each of the undertakings given by the Chargor in this Deed remain in force from the date of this Deed until the end of the Security Period
- (D) Each representation and warranty expressed to be made by a Chargor in this Deed is made by a Chargor on the date of this Deed and is deemed to be repeated by reference to the facts and circumstances then existing on the first day of each Interest Period.

1 3 Third party rights

- (A) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or enjoy the benefit of any term of this Deed
- (B) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time
- (C) Any Receiver, Delegate, Finance Party or any officer, employee or agent of such Receiver, Delegate or Finance Party may, subject to this sub-clause and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it

1 4 Conflict of terms

To the extent that there is any conflict and/or contradiction and/or inconsistency between the terms of this Deed and the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail and in such circumstances compliance with the terms of the Facility Agreement shall be deemed to be compliance in full with the conflicting and/or contradictory and/or inconsistent terms of this Deed

1 5 Execution

It is intended that this document takes effect as a deed even though a Party may only execute it under hand

1 6 Security Document and Finance Document

The Parties designate this Deed as a Security Document and a Finance Document

1 7 Benefit

The provisions of this Deed are for the benefit of the Security Agent as security agent and security trustee for and on behalf of the Finance Parties

2 Covenant to pay

The Chargor shall

- (A) pay the Secured Liabilities when due or if they do not specify a time, on written demand by the Security Agent, and
- (B) indemnify and keep each Finance Party indemnified from and against all action, charges, claims, costs, damages, proceedings and other liabilities occasioned by any breach of any covenant or other obligation of the Chargor under any Finance Document

3 Creation of Security

3.1 Security generally

All the Security created, or expressed to be created, under this Deed

- (A) is created in favour of the Security Agent;
- (B) is created over the present and future Security Assets of the Chargor; and
- (C) is security for the payment of the Secured Liabilities

3.2 Granting security

The Chargor charges the Security Assets, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and by way of first fixed charge, in favour of the Security Agent

4. Continuing Security

- 4.1 The Security created, or expressed to be created, by this Deed is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any immediate payment or discharge in whole or in part

4.2 Additional security

The Security created, or expressed to be created, by this Deed

- (A) is in addition to, and is not in any way prejudiced by, any other Security or other right now or subsequently held by any Finance Party, and
- (B) may be enforced against the Chargor without having recourse to any other rights of any Finance Party

4.3 Survival of obligations

The payment obligations of the Chargor under the Finance Documents shall survive the enforcement of the whole or any part of the Security Assets.

5 Representations regarding the Shares

The Chargor represents and warrants to the Security Agent (for the benefit of each Finance Party) on the date of this Deed that

- (A) the Shares are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right,
- (B) the constitutional documents of the issuer of the Shares do not and could not restrict or inhibit the transfer of those Shares on creation or the enforcement of the Security created by or expressed to be created by this Deed to the extent permitted by law;
- (C) it is the sole legal and beneficial owner of the Shares,
- (D) there are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of any issuer of the Shares (including any option or right of pre-emption or conversion), and
- (E) the Shares charged by the Security Documents constitute the entire issued share capital of the issue of the Shares

6 Certificated Shares and Related Assets

The Chargor shall, on the date of this Deed, to the extent applicable

- (A) immediately deposit with the Security Agent, or as the Security Agent may direct, any bearer instrument, share certificate or other document of title or evidence of ownership in relation to the Shares and/or the Related Assets; and
- (B) at any time after an Enforcement Event has occurred, promptly take any necessary action and execute and deliver to the Security Agent any share transfer or other document which may be requested by the Security Agent in order to enable the

transferee to be registered as the owner or otherwise obtain a legal title to the Shares and/or Related Assets, this includes

- (1) delivering executed and (unless exempt from stamp duty), pre-stamped share transfers and any other relevant transfer instruments in favour of the Security Agent or any of its nominees as transferee or, if the Security Agent so directs, with the transferee left blank, and
- (2) procuring that those share transfer and other transfer instruments are registered by the issuer of the Shares and/or the Related Assets and that any share certificate or other document of title or evidence of ownership in the name of the transferee are delivered to the Security Agent.

7 Changes to rights

The Chargor may not take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Shares being altered or further shares being issued

8 Calls

- 8.1 The Chargor shall in accordance with its obligations under the Shares pay all calls or other payments due and payable in respect of the Shares
- 8.2 If the Chargor fails to comply with paragraph 9.1 above after being requested to do so by the Security Agent, the Security Agent may pay the calls or other payments in respect of any Share on behalf of the Chargor
- 8.3 The Chargor shall within five Business Days of written request reimburse the Security Agent for any payment made by the Security Agent under this clause, together with default interest charged thereon in accordance with clause 21.3 (*Default interest*).

9 Other obligations in respect of Shares

- 9.1 The Chargor shall promptly copy to the Security Agent and comply with all reasonable requests for information which is within its knowledge and which are made under Section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any of the Shares. If it fails to do so after being requested to do so by the Security Agent, the Security Agent may elect to provide such information as it may have on behalf of the Chargor
- 9.2 The Chargor shall comply with all other conditions and obligations assumed by it in respect of the Shares.
- 9.3 The Security Agent is not obliged to:
 - (A) perform any obligation of the Chargor,
 - (B) make any payment,
 - (C) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
 - (D) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Shares

10 Voting rights before enforcement

- 10 1 Subject to clause 11 (*Voting rights after enforcement*) the Chargor may continue to exercise all voting rights, powers and other rights in respect of the Shares but only to the extent that it does so for a purpose not inconsistent with any Finance Document and the exercise of or failure to exercise those rights would not prejudice the interests of any Finance Party.
- 10 2 If the relevant Shares have been registered in the name of the Security Agent or its nominee, the Security Agent (or that nominee) shall exercise the voting rights, powers and other rights in respect of the Shares in any manner which the Chargor may direct in writing but only to the extent that it does so for a purpose not inconsistent with any Finance Document and the exercise of or failure to exercise those rights would not prejudice the interests of any Finance Party. The Security Agent (or that nominee) will execute any form of proxy or other document which the Chargor may reasonably require for this purpose.
- 10 3 Subject to clause 11 (*Voting rights after enforcement*), all dividends or other income or distributions paid or payable in relation to any Shares shall be paid in accordance with the provisions of the Finance Documents. To achieve this:
- (A) the Security Agent or its nominee will promptly execute any dividend mandate necessary to ensure that payment is made direct to the Chargor; or
 - (B) if payment is made directly to the Security Agent (or its nominee) before this Security becomes enforceable, the Security Agent (or that nominee) will promptly pay that amount to the Chargor

11 Voting rights after enforcement

- 11 1 Following the occurrence of an Enforcement Event, the Security Agent or its nominee may exercise or refrain from exercising
- (A) any voting rights, and
 - (B) any other powers or rights which may be exercised by the legal or beneficial owner of the Shares, any person who is the holder of the Shares or otherwise,
- in each case, in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor
- 11 2 Following the occurrence of an Enforcement Event which is continuing and to the extent that the Shares remain registered in the name of the Chargor, the Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of the Shares in any way it sees fit
- 11 3 Following the occurrence of an Enforcement Event which is continuing, the Chargor shall indemnify the Security Agent against any loss or liability properly incurred by the Security Agent as a direct consequence of the Security Agent acting in respect of Shares on the direction of the Chargor

12 Representations

The Chargor makes the representations and warranties set out in this clause 12 on the date of this Deed

12.1 Status

- (A) It is a limited liability company duly incorporated and validly existing in England and Wales with registered number 03513344
- (B) It has the power to own its assets and carry on its business as it is being conducted

12.2 Binding obligations

The obligations expressed to be assumed by it in this Deed are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations

12.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Deed does not conflict with

- (A) any law or regulation applicable to it,
- (B) its constitutional documents; or
- (C) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument in each case to the extent that has or is reasonably likely to have a Material Adverse Effect

12.4 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary corporate action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.

12.5 Validity and admissibility in evidence

- (A) All Authorisations required:
 - (1) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed, and
 - (2) to make this Deed admissible in evidence in its Relevant Jurisdictions,have been obtained or effected and are in full force and effect except any Authorisation referred to in clause 12.6 (*Registration requirements*) and which shall be obtained or effected after the date of this Deed
- (B) All Authorisations necessary for the conduct of its business, trade and ordinary activities have been obtained or effected and are in full force and effect.

12.6 Registration requirements

Save for registration of the particulars of this Deed at the Companies Registration Office under the Companies Act 2006 and payment of associated fees, which the Chargor shall undertake immediately after the date of this Deed, under the law of its jurisdiction of incorporation, it is not necessary to file, register or record this Deed in any public place or

elsewhere or that any stamp, registration or similar tax be paid on or in relation to this Deed or the transactions contemplated by this Deed

12.7 Information

- (A) All information supplied in writing by it to any Finance Party in connection with this Deed up to and including the date of this Deed was true and accurate as at the date it was provided or as at any date at which it was stated to be given
- (B) It has not omitted to supply any information which, if disclosed at the time of disclosing the information referred to in clause 12.7(A), would make the information referred to in clause 12.7(A) untrue or misleading in any material respect
- (C) As at the date of this Deed, nothing has occurred since the date of the information referred to in clause 12.7(A) which, if disclosed, would make that information untrue or misleading in any material respect

12.8 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined are reasonably likely to have a Material Adverse Effect, have (to the best of its knowledge and belief (having made due and careful enquiry)) been started or threatened against it other than as disclosed in writing to the Agent by the Chargor

12.9 Insolvency

No step has been taken for its insolvency, or any similar proceedings, in any jurisdiction.

12.10 Immunity

- (A) The entry into by it of this Deed constitutes private and commercial acts performed for private and commercial purposes
- (B) It will not be entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in its jurisdiction of incorporation in relation to this Deed

12.11 Jurisdiction/governing law

- (A) Subject to Legal Reservations the
 - (1) irrevocable submission under this Deed to the jurisdiction of the courts of England;
 - (2) agreement that this Deed is governed by English law, and
 - (3) agreement not to claim any immunity to which it or its assets may be entitled,is legal, valid and binding under the laws of its jurisdiction of incorporation
- (B) Subject to the Legal Reservations (as defined in the Facility Agreement) any judgment obtained in England will be recognised and be enforceable by the courts of the jurisdiction of its incorporation

12.12 Deduction of Tax

It is not required to make any deduction for or on account of Tax from any payment it may make under this Deed

12.13 No default

- (A) No Event of Default is continuing or is reasonably likely to result from the execution of, or performance of, the transactions contemplated by this Deed.
- (B) No other event or circumstance is outstanding which constitutes (or with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on it or to which its assets are subject which has or is reasonably likely to have a Material Adverse Effect

12.14 Pari passu ranking

Its payment obligations under this Deed rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

12.15 Centre of main interests and establishments

For the purposes of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings (the "Regulation"), its centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated and will remain in England and Wales and it has no "establishment" (as that term is used in Article 2(h) of the Regulations) in any other jurisdiction

12.16 Taxation

- (A) It is not.
 - (1) materially overdue in the filing of any Tax returns, nor
 - (2) overdue in the payment of any amount in respect of Tax
- (B) No claims or investigations are being, or, so far as it is aware, are reasonably likely to be, made or conducted against it with respect to Taxes
- (C) It is resident for Tax purposes only in the jurisdiction of its incorporation

12.17 Repetition

Each of the representations made in this clause are deemed to be made by the Chargor, by reference to the facts and circumstances then existing, on the first day of each Interest Period

13 Information undertakings

The undertakings in this clause remain in force from the date of this Deed for so long as any amount is outstanding under the Finance Documents or any Commitment is in force

13.1 Information

The Chargor shall supply to the Security Agent

- (A) all material documents dispatched by the Chargor to its shareholders (or any class of them) or its creditors generally at the same time as they are dispatched,
- (B) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened in writing or pending against it; and
- (C) promptly, such further information regarding its financial condition, business and operations as the Security Agent (on behalf of any Finance Party) may reasonably request.

13.2 Notification of default

- (A) The Chargor shall notify the Security Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence
- (B) Promptly upon a request by the Security Agent, the Chargor shall supply to the Security Agent a certificate signed by the finance director or a senior officer on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it)

14 General undertakings

The undertakings in this clause remain in force from the date of this Deed for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

14.1 Authorisations

The Chargor shall promptly.

- (A) obtain, comply in all material respects with and do all that is necessary to maintain in full force and effect; and
- (B) following the reasonable request of the Agent, supply certified copies to the Security Agent of,

any Authorisation required under any law or regulation of its jurisdiction of incorporation to

- (1) enable it to perform its obligations under this Deed and (subject to the Legal Reservations) to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of this Deed, or
- (2) own the Security Assets

14.2 Compliance with laws

The Chargor shall comply in all respects with all laws to which it may be subject, if failure so to comply has or is reasonably likely to have a Material Adverse Effect

14.3 Negative pledge

The Chargor shall not create or permit to subsist any Security over any of the Security Assets, other than:

- (A) the Transaction Security,
- (B) any Security created with the prior consent of the Agent or Security Agent,
- (C) any lien arising by operation of law and in the ordinary course of trading, or
- (D) any Security that is released prior to the Utilisation.

14.4 Disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Security Asset

14.5 Pari passu ranking

It must ensure that its payment obligations under this Deed at all times rank at least *pari passu* with the claims of all unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally

14.6 Centre of Main Interests

It shall not cause or allow

- (A) its centre of main interest (as that term is used in article 3(1) of The Council of the European Union Regulation No 1346/2000 on Insolvency Proceedings (the "Regulation") to be situated in, or
- (B) the development of an "establishment" (as that term is used in article 2(h) of the Regulation) in,

a jurisdiction other than its jurisdiction of incorporation

15. Enforcement

15.1 When enforceable

The Security created or expressed to be created by this Deed shall be immediately enforceable if an Enforcement Event occurs.

15.2 Power of sale

- (A) The Security Agent 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 Security Assets (at the times, in the manner and on the terms it thinks fit)
- (B) The statutory powers of sale, of appointing a receiver and the other powers conferred on mortgagees by Section 101 of the LPA as varied and extended by this Deed shall arise on the date of this Deed.

15.3 Section 103 of the LPA

Section 103 of the LPA (restricting the power of sale) shall not apply to this Deed

15.4 Section 93 of the LPA

Section 93 of the LPA (restricting the right of consolidation) shall not apply to this Deed

15.5 No liability as mortgagee in possession

Neither the Security Agent, a Receiver nor any Delegate is

- (A) liable to account as mortgagee in possession in respect of the Security Assets; nor
- (B) liable for any loss upon realisation or exercise of any power, authority or right of the Security Agent, a Receiver or any Delegate arising under this Deed, nor for any default or omission for which a mortgagee in possession might be liable,

save in the circumstance of gross negligence or wilful misconduct

15.6 Possession

If the Security Agent or a Receiver enters into possession of the Security Assets, such person may at any time go out of possession at the discretion of such person

15.7 Privileges

The Security Agent, each Receiver and each Delegate is entitled to all the rights, powers and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA

15.8 No duty to enquire

No person dealing with the Security Agent, any Receiver or any Delegate shall be concerned to enquire

- (A) whether the rights conferred by or pursuant to this Deed are exercisable,
- (B) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with,
- (C) otherwise as to the propriety or regularity of acts purporting or intended to exercise any such rights, or
- (D) as to the application of any money borrowed or raised

15.9 Protection to purchasers

All the protection to purchasers contained in Sections 104 (relating to a conveyance on sale) and 107 (relating to mortgagee's receipts, discharges etc) of the LPA, Section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any Receiver or any Delegate.

15.10 Financial collateral arrangements

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "Regulations") apply to any Security Asset, the Security Agent shall have the right to appropriate any Security Asset which constitutes "financial collateral" (as defined in the Regulations) in or towards the satisfaction of the Secured Liabilities. The value of each Security Asset appropriated in accordance with this clause shall be, in the case of cash, the amount of the cash appropriated, and, in the case of any Shares, their market value as determined by the Security Agent by reference to a public index, independent valuation or by such other process as the Security Agent may select (acting reasonably). The Chargor agrees that the method of valuation provided for in this clause 15.10 is commercially reasonable for the purposes of the Regulations.

16 Receiver

16.1 Appointment of Receiver

Following the occurrence of an Event of Default which is continuing or upon receipt of request from the Chargor for the Security Agent to appoint a Receiver, whether or not the Security Agent has entered into or taken possession of the whole or any part of the Security Assets pursuant to this Deed and subject to any applicable insolvency law:

- (A) the Security Agent may, by writing under the hand of any authorised officer of the Security Agent, appoint a Receiver in relation to the Security Assets,
- (B) subject to the Insolvency Act the Security Agent may, from time to time, in similar manner, remove a Receiver and appoint another in his place,
- (C) the Security Agent may, either at the time of appointment or at any time thereafter, fix the remuneration of a Receiver,
- (D) the Security Agent and any agent or nominee wherever situated may, without further notice, exercise in respect of all or any part of any shares and their Related Assets subject to the Security created by this Deed all the powers and rights exercisable by the registered holder of such shares and their Related Assets and all other powers conferred on mortgagees by the LPA as varied or extended by this Deed, and
- (E) the Security Agent and any agent or nominee wherever situated may apply any dividends, interest or other payments received or receivable by the Security Agent or by such nominee in respect of the shares and their Related Assets subject to the Security created by this Deed as if they were proceeds of sale.

None of the restrictions imposed by the LPA in relation to the appointment of receivers, the giving of notice or otherwise shall apply.

16.2 Delegation by Receiver

A Receiver may from time to time delegate, by power of attorney or otherwise, to any person any of his powers and discretions, whether arising by statute, the provisions of this Deed or otherwise, upon such terms and for such periods of time as he may in his discretion think fit and may from time to time terminate any such delegation. The Security Agent shall not be liable for any loss or damage arising from any such delegate's act, default, neglect or misconduct of any nature whatsoever provided the Receiver exercised reasonable care in the selection of that delegate or sub-delegate.

17 Powers of Receiver

17.1 General powers

A Receiver has all the powers to do or abstain from doing anything which the Chargor could do or abstain from doing in relation to the Security Assets including, without limitation the powers and discretions set out below in this clause, the powers conferred by Section 109 of the LPA (Appointment, powers, remuneration and duties of receivers) and, in the case of a Receiver who is an administrative receiver, the powers conferred by Section 29 of the Insolvency Act (Definitions) and Schedule 1 to the Insolvency Act (Powers of administrator or administrative receiver)

17.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset

17.3 Carry on business

A Receiver may carry on, manage or concur in carrying on managing the whole or any part of the business of the Chargor as he may in his discretion think fit

17.4 Dealings with Security Assets

A Receiver may, in each such case in such manner and generally on such terms as he may in his discretion think fit manage, insure or add to the Security Assets or concur in so doing, including entry into any agreement, deed or contract in relation thereto

17.5 Sale of Security Assets

- (A) A Receiver may sell, exchange, convert into money and realise the Security Assets or concur in so doing by public auction or private contract and generally in such manner and on such terms as he may in his discretion think fit.
- (B) Without prejudice to the generality of paragraph (A) above, a Receiver may do any of these things for any valuable consideration, including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as a Receiver may in his discretion think fit

17.6 Borrow money

- (A) For the purpose of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Deed or of defraying any costs (including, without limitation, his remuneration) which are incurred by him in the exercise of such powers, authorities or discretions or for any other purpose, a Receiver may raise and borrow money or incur any other liability either unsecured or secured on the Security Assets, either in priority to the security constituted by this Deed or otherwise, and generally on such terms as he may in his discretion think fit
- (B) No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of any money so raised or borrowed

17.7 Lending

A Receiver may lend money or advance credit to any customer of the Chargor

17.8 Calls

A Receiver may make, or require the directors of the Chargor to make, such calls upon the shareholders of the Chargor in respect of any uncalled capital of the Chargor as a Receiver may in his discretion require and enforce payment of any call so made by action (in the name of the Chargor or the relevant Receiver as that Receiver may in his discretion think fit) or otherwise.

17.9 Compromise and legal actions

A Receiver may

- (A) settle or compromise any claim, adjust any account, refer to arbitration any dispute, and deal with any question or demand relating in any way to the Security Assets, and
- (B) bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Security Assets,

as he may in his discretion think fit.

17.10 Subsidiaries

A Receiver may do the following in his discretion as he thinks fit:

- (A) promote the formation of any Subsidiary of the Chargor with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Security Assets,
- (B) arrange for the purchase, lease, licence or acquisition of an interest in the Security Assets by any such Subsidiary for any valuable consideration, including, without limitation, cash, shares, debentures, loan stock, convertible loan stock or other securities, profits or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking or assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period, and
- (C) arrange for such Subsidiary to trade or cease to trade

17.11 Appointments and delegation

A Receiver may

- (A) appoint and discharge any manager, officer, agent, professional adviser, employee and any other person, upon such terms as he may in his discretion think fit, and
- (B) delegate his powers in accordance with this Deed

17.12 Receipts

A Receiver may give valid receipts for all monies and execute all assurances and things which he may in his discretion think proper or desirable for realising the Security Assets

17.13 Investigations

A Receiver may conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions, whether required under Environmental Law or by the Security Agent or otherwise and comply with all lawful orders and directives regarding Environmental Law

17.14 Other

A Receiver may:

- (A) do all such other acts and things as it may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Deed or otherwise incidental or conducive to the preservation or realisation of the Security Assets, and
- (B) use the name of the Chargor for any purpose in relation to this Deed.

17.15 Receiver as agent of the Chargor

A Receiver is for all purposes the agent of the Chargor. Subject to the provisions of the Insolvency Act, the Chargor is solely responsible for all Receivers' acts, defaults, neglect and misconduct of any nature whatsoever and for each Receivers' remuneration and costs, to the exclusion of liability on the part of the Security Agent

17.16 No obligation

No Receiver is obliged to exercise any of the powers set out in this clause

17.17 Several power

Where more than one Receiver is appointed, each Receiver has the power to act severally unless the Security Agent specifies otherwise in the appointment of such Receiver

17.18 Powers exercisable by the Security Agent

- (A) The Security Agent may exercise all powers granted to a Receiver by this Deed, whether as attorney of the Chargor or otherwise
- (B) The powers of a Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Security Agent and so that, without limitation, such powers are and remain exercisable by the Security Agent in respect of that part of the Security Assets in respect of which no appointment of a Receiver by the Security Agent is from time to time subsisting

18 Power of attorney

18.1 Appointment

The Chargor by way of security irrevocably appoints the Security Agent, any Receiver and any Delegate severally as its attorney (with full power of substitution), on its behalf and in its name or otherwise at such time and in such manner as the attorney may think fit.

- (A) to do anything which the Chargor is obliged to do under this Deed, but has failed to do so on the date it was obliged so to do, and

- (B) to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Security Assets or under this Deed, the LPA or the Insolvency Act 1986

18.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney does or purports to do under its appointment under this clause

19 Preservation of security

19.1 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made by the Security Agent in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

19.2 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its rights and/or obligations under this Deed (and whether or not known to it or any Finance Party) including, without limitation

- (A) any time, waiver or consent granted to, or composition with, the Chargor or other person,
- (B) the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor of any other person;
- (C) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of the Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (D) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person,
- (E) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental, whether or not more onerous or of whatever nature) or replacement of this Deed or any other document or security, including without limitation, any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (F) any unenforceability, illegality or invalidity of any obligation of any person under this Deed or any other document or security, or
- (G) any insolvency or similar proceedings

19.3 Immediate recourse

The Chargor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of this Deed to the contrary.

19.4 Appropriations

Until the Secured Liabilities have been irrevocably paid in full, any Finance Party (or any trustee or agent on its behalf) may

- (A) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same, and
- (B) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed

19.5 Deferral of the Chargor's rights

Until the Secured Liabilities have been irrevocably paid in full and unless the Security Agent otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising, under this Deed

- (A) to be indemnified by any person,
- (B) to claim any contribution from any other guarantor of the Chargor's obligations under this Deed,
- (C) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Agent under this Deed or of any other guarantee or security taken pursuant to, or in connection with, this Deed by the Security Agent,
- (D) to bring legal or other proceedings for an order requiring the Chargor to make any payment, or perform any obligation, in respect of which the Chargor has given a guarantee, undertaking or indemnity under any other Finance Document;
- (E) to exercise any right of set-off against any person; and/or
- (F) to claim or prove as a creditor of any person in competition with any Finance Party

If the Chargor receives any benefit, payment or distribution in relation to such rights, it shall hold that benefit, payment or distribution (to the extent necessary to enable all amounts which may be or become payable to the Security Agent by the Chargor under or in connection with this Deed to be repaid in full) on trust for the Finance Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct

20 Costs and expenses

All costs, losses, liabilities and expenses (including legal fees) incurred by the Security Agent, any Finance Party, any Receiver or any Delegate in connection with the negotiation, preparation, printing, execution, syndication, amendment, perfection or

enforcement of this Deed shall be paid in accordance with clause 16 (*Costs and Expenses*) of the Facility Agreement

21 Payments

21.1 Set-off

- (A) The Security Agent may set off any matured obligation due from the Chargor under this Deed (to the extent beneficially owned by the Security Agent) against any matured obligation owed by the Security Agent to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (B) The Security Agent shall promptly notify the Chargor of any exercise of the set-off provisions under clause 21.1(A) above.
- (C) All payments to be made by the Chargor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

21.2 Taxes

The Chargor shall pay Tax and VAT in respect of any amount payable by it to the Security Agent any Receiver, Delegate or Finance Party under this Deed in accordance with the Facility Agreement.

21.3 Default interest

Any amount due but unpaid by the Chargor under this Deed shall incur interest in accordance with default interest provisions of the Facility Agreement.

21.4 Continuation of accounts

- (A) At any time if any subsequent Security affects any Security Asset (other than any Security permitted by the Finance Documents), any Security Asset is disposed of or a petition is presented or resolution passed in relation to the winding-up of the Chargor (other than a frivolous or vexatious petition which is discharged, stayed or dismissed within 10 days of commencement), any Finance Party may
 - (1) close any account of the Chargor then existing, and
 - (2) open a new account in the name of the Chargor (whether or not it permits any existing account to continue).
- (B) If a Finance Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred, unless the Chargor has received written notice from a Finance Party to the contrary.
- (C) All payments made to a Finance Party after such an event shall be credited to, or treated as having been credited to, the new account.
- (D) No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the Secured Liabilities.

21.5 Application of payments to the Security Agent

The Security Agent shall apply all amounts received or recovered under this Deed in satisfaction of, whether in whole or in part, the Secured Liabilities in accordance with the Facility Agreement

21.6 Currency of account

- (A) Subject to paragraphs 21.6(B) and 21.6(C) below, sterling is the currency of account and payment for any sum due from the Chargor under this Deed
- (B) All payments by the Chargor under this Deed (including damages for its breach) shall be made in the currency in which the relevant amount is incurred
- (C) Any amount expressed to be payable in a currency other than sterling shall be paid in that other currency

21.7 Change of currency

- (A) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
 - (1) any reference in this Deed to, and any obligations arising under this Deed in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Security Agent (after consultation with the Chargor); and
 - (2) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Security Agent (acting reasonably).
- (B) If a change in any currency of a country occurs, this Deed shall, to the extent the Security Agent (acting reasonably and after consultation with the Chargor) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Interbank Market and otherwise to reflect the change in currency

21.8 Day count convention

Any interest, commission or fee accruing under this Deed will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days or, in any case where the practice in the Relevant Interbank Market differs, in accordance with that market practice

22. Calculations and certificates

22.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Chargor are prima facie evidence of the matters to which they relate

22 2 Certificates and determinations

Any certification or determination by the Security Agent of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates

23 Release of Security

23 1 Release

At the end of the Security Period, the Security Agent shall promptly following the request and at the cost of the Chargor, take all action necessary to release the Security Assets from the Security created by or expressed to be created by this Deed and return all deeds and documents of title held by the Security Agent in relation to this Deed and execute and deliver such further deeds and documents as the Chargor may reasonably require to give effect to this clause

23 2 Retention

If the Security Agent (acting reasonably) considers that any amount paid or credited to it under a Finance Document or this Deed is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have irrevocably paid

24 Tacking

The Chargor acknowledges that each Finance Party shall comply with its obligations under the Finance Documents (including any obligation to make further advances).

25. No merger or prejudice

This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Security Agent of any other security at any time held by the Security Agent.

26 Partial invalidity

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

27. Remedies and waivers

- (A) No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy
- (B) The rights and remedies provided in this Deed are cumulative and are not exclusive of any right or remedies provided by law

28 Changes to the Parties

28 1 Assignment and transfer by Chargor

The Chargor may not assign any of its rights or transfer (whether by novation or otherwise) any of its rights or obligations under this Deed

28 2 Assignment and transfer by the Security Agent

The Security Agent may assign any of its rights or transfer (whether by novation or otherwise) any of its rights or obligations under this Deed to any person to which it is permitted to assign its rights or transfer any of its rights or obligations to under the terms of the Facility Agreement

29 Notices

(A) Subject to paragraph (B), every notice, request, demand or other communication under this Deed shall be made and delivered in accordance with the Facility Agreement

(B) Notices, demands or other communications to be made or sent to the Chargor shall be made and sent to the address identified by its name below.

30 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

31. Governing law

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

32 Enforcement

32 1 Jurisdiction

(A) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute")

(B) Each Party agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary

(C) This clause is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions

THIS DEED has been entered into as a deed and delivered on the date stated at the beginning of this Deed.

SHARE CHARGE - EXECUTION PAGE

Chargor

Executed and delivered as a deed by
HAVANA HOLDINGS (UK) LIMITED
in the presence of

)
)
)

Director

(witness signature)

BALA CHANDRAN
(witness name)

P.O. Box 4044
DOHA - QATAR
(witness address)

Security Agent

Executed and delivered as a deed by

(name)

(signature)

for BARCLAYS BANK PLC
in the presence of:

(witness signature)

(witness name)

(witness address)

SHARE CHARGE - EXECUTION PAGE

Chargor

Executed and delivered as a deed by)
HAVANA HOLDINGS (UK) LIMITED)
in the presence of)

Director

(witness signature)

(witness name)

(witness address)

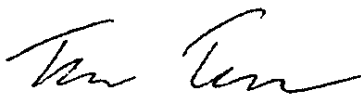
Security Agent

Executed and delivered as a deed by

IKRISHWA . MANEK .
(name)


(signature)

for BARCLAYS BANK PLC
in the presence of



(witness signature)

JAMES TRAVERS
(witness name)

(witness address)

Barclays Bank PLC
1 Churchill Place
London
E14 5HP