

100776/69

In accordance with Sections 859A and 859J of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



Companies House



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

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 LL MP

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

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



THURSDAY

LD5 *L5XG8F4A* #50
05/01/2017
COMPANIES HOUSE

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

1

LLP details

LLP number	O	C	4	1	4	9	4	7	<input checked="" type="checkbox"/>
LLP name in full	QHG HOLDING LLP								<input checked="" type="checkbox"/>

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	d	0	d	3	m	0	m	1	y	2	y	0	y	1	y	7	<input checked="" type="checkbox"/>
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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	INTESA SANPAOLO S P A , LONDON BRANCH	<input checked="" type="checkbox"/>
Name		
Name		
Name		

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

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

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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	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
Brief description	N/A	
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	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	<input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the LLP?	
	<input type="checkbox"/> Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the LLP from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ¹	
	You may tick the box if the LLP 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 LL MR06)
	<input type="checkbox"/>	
9	Signature	
	Please sign the form here	
Signature	Signature <input checked="" type="checkbox"/> <i>Latham + Watkins</i> <input checked="" type="checkbox"/>	
	This form must be signed by a person with an interest in the charge	

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



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 **Braden Sheps**

LLP name **Latham & Watkins**

Address **99 Bishopsgate**

Post town **London**

County/Region

Postcode **E C 2 M 3 X F**

Country **England**

DX

Telephone **020 7710 3041**



Certificate

We will send your certificate to the presenter's address if given above or to the LLP'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 LLP name and number match the information held on the public Register
- 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 £23 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 LLPs registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC414947

Charge code: OC41 4947 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd January 2017 and created by QHG HOLDING LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 5th January 2017.

Given at Companies House, Cardiff on 10th January 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

3 January 2017

QHG HOLDING LLP
and
QATAR HOLDING LLC
(as the Assignors)

and

INTESA SANPAOLO S.P.A., LONDON BRANCH
(as Security Agent)

**SECURITY ASSIGNMENT OF RIGHTS AND INTERESTS RELATING
TO A LIMITED LIABILITY PARTNERSHIP AGREEMENT**

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel +44 20 7710 1000
www.lw.com

I certify that save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration under section 859A of the Companies Act 2006 is a correct copy of the original security instrument

Signature

 (JAMES CAUSER)

Date 4-1-2017

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THIS DEED is made on 3 January 2017

BETWEEN

- (1) **QHG HOLDING LLP**, a limited liability partnership incorporated in England and Wales with registered number OC414947, having its registered office at 50 Berkeley Street, London, W1J 8HD (the "**Holding JV**"),
- (2) **QATAR HOLDING LLC** (the "**QH**" and together with the Holding JV, the "**Assignors**"),
- (3) **QHG INVESTMENT LLP**, a limited liability partnership incorporated in England and Wales with registered number OC414949, having its registered office is at 50 Berkeley Street, London, W1J 8HD (the "**Partnership**"), and
- (4) **INTESA SANPAOLO S.P.A., LONDON BRANCH**, as security trustee for itself and the other Secured Parties (the "**Security Agent**")

IT IS AGREED AS FOLLOWS

1. INTERPRETATION

1.1 Definitions

In this Deed

"**Assigned Agreement**" means the limited liability partnership agreement dated on or about the date hereof made between the Assignors in relation to the Partnership,

"**Charged Property**" means all the assets and undertakings of any Assignor in the Partnership and in, to or arising under the Assigned Agreement which from time to time are subject to the security (including without limitation any assignment whether legal or equitable) created or expressed to be created in favour of the Security Agent by or pursuant to this Deed,

"**Default Rate**" means the rate at which interest is payable under Clause 8.3 (*Default Interest*) of the Senior Facility Agreement,

"**Intercreditor Agreement**" means the intercreditor agreement dated on or about the date hereof between, among others, QHG Holding LLP as parent, the QHG Investment LLP as company, Banca IMI S p A as initial facility agent and Intesa Sanpaolo S p A as security agent,

"**Parties**" means each of the parties to this Deed from time to time,

"**PSC Register**" means the "PSC register" within the meaning of section 790C(10) of the Companies Act 2006

"**PSC Registrable Person**" means a "registrable person" or "registrable relevant legal entity" within the meaning of section 790C(4) and (8) of the Companies Act 2006

"**Quasi-Security**" means Quasi-Security as defined under Clause 21.3 (*Negative Pledge*) of the Senior Facilities Agreement,

"**Receiver**" means a receiver, receiver and manager, administrator or administrative receiver appointed under this Deed,

“Resignation Letters” means an undated letter signed by each Assignor by which each Assignor resigns as a member of the Partnership (substantially in the form of letter set out in Schedule 1

“Secured Obligations” means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any of the Debtors to any Secured Party under the relevant Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity

“Security” means a mortgage, charge, pledge, assignment or lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

“Senior Facility Agreement” means the EUR 5,200,000,000 senior secured facility agreement dated on or about the date of this Deed between, among others, QHG Holding LLP as parent, QHG Investment LLP as company, OHG Shares PTE Ltd As BidCo, Banca IMI S p A as arranger, agent and calculation agent and the Security Agent as security agent and account bank,

1.2 Construction

In this Deed, unless a contrary intention appears, a reference to

- (a) an **“agreement”** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written),
- (b) an **“amendment”** includes any amendment, supplement, variation, novation, modification replacement or restatement and **“amend”**, **“amending”** and **“amended”** shall be construed accordingly,
- (c) **“assets”** includes present and future properties, revenues and rights of every description,
- (d) **“including”** means including without limitation and **“includes”** and **“included”** shall be construed accordingly,
- (e) **“losses”** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **“loss”** shall be construed accordingly,
- (f) a **“person”** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing,
- (g) a **“regulation”** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,
- (h) a **“disposal”** in respect of the Assigned Agreement includes any form of disposal including any transfer, declaration of trust, assignment (whether by way of security or otherwise), sale, novation or the creation of any other form of legal or equitable interest (and to **“dispose”** shall be construed accordingly), and
- (i) the Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand

1.3 Other References

- (a) In this Deed, unless a contrary intention appears, a reference to
 - (i) any Secured Party, the Assignors or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Debt Documents,
 - (ii) any Debt Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended (howsoever fundamentally and whether or not such amendment results in new and / or more onerous obligations and liabilities), including by way of a change in the purpose of the facilities, or by way of a refinancing, deferral or extension of the facilities or by way of an addition or increase of or other changes to the facilities or other obligations or liabilities under the agreements or accession or retirement of the parties to the agreements,
 - (iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Deed and any reference to this Deed includes its schedules, and
 - (iv) a provision of law is a reference to that provision as amended or re-enacted
- (b) The index to and the headings in this Deed are inserted for convenience only and are to be ignored in construing this Deed
- (c) Words importing the plural shall include the singular and vice versa

1.4 Incorporation by reference

Unless the context otherwise requires or unless otherwise defined in this Deed, words and expressions defined in the Intercreditor Agreement have the same meanings when used in this Deed

1.5 Present and future assets

- (a) A reference in this Deed to any Charged Property or other asset includes, unless the contrary intention appears, present and future Charged Property and other assets
- (b) The absence of or incomplete details of any Charged Property in any Schedule shall not affect the validity or enforceability of any Security under this Deed

1.6 Miscellaneous

- (a) The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no rights or benefits expressly or impliedly conferred by this Deed shall be enforceable under that Act against the Parties by any other person
- (b) The Parties intend that this document shall take effect as a deed notwithstanding that any Party may only execute this document under hand

2. COVENANT TO PAY

- (a) Each Assignor, as primary obligor, covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment

- (b) No party to this Deed shall have any recourse against any director or officer of the Partnership in respect of any obligation, covenant, or agreement entered into or made by the Partnership in respect of this Deed except to the extent that any such person acts in bad faith or is negligent in the context of its obligations

3. SECURITY ASSIGNMENT

3.1 Security Assignment

- (a) Each Assignor, as continuing security for the payment of the Secured Obligations, assigns by way of security and with full title guarantee to the Security Agent all its rights, title and interest (both present and future) in and to the Assigned Agreement and the Partnership, subject in each case to reassignment by the Security Agent to such Assignor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations, *provided* that no right of management or administration of any business or affairs of the Partnership are assigned under this Clause 3.1 until such time as the power of sale is exercised under this Deed or there is an appropriation under Clause 11.5 (*Appropriation under the Financial Collateral Regulations*)
- (b) Each other Assignor hereby consents to such assignment including (for purposes of Clause 9.3 (*Assignment under Finance Documents*) of the Assigned Agreement) the assignment of rights of management or administration of any business or affairs of the Partnership concurrent with any such exercise of such power of sale or appropriation

3.2 Charge

To the extent that they are not effectively assigned under Clause 3.1 above, each Assignor charges in favour of the Security Agent by way of first fixed charge all of its rights, title and interest in and to the Assigned Agreement and the Partnership

3.3 No Liability

Notwithstanding anything contained in this Deed

- (a) the Security Agent shall be under no obligation or liability under or in respect of the Assigned Agreement or the Partnership or be liable to make any payment under or in respect of the Assigned Agreement or the Partnership (and each of the Assignors hereby agrees to indemnify it on demand for any such obligation or liability), and for the avoidance of doubt shall not be a member for purposes of the Assigned Agreement unless and until it becomes one through exercise of the power of sale under this Deed or an appropriation under Clause 11.5 (*Appropriation under the Financial Collateral Regulations*),
- (b) the Security Agent shall not be obliged to take any steps necessary to preserve any of the Charged Property or enforce against any Assignor or any other person any term of the Assigned Agreement or the Partnership, or to make any enquiries as to the nature or sufficiency of any payment received by any Assignor pursuant to the terms of the Assigned Agreement or the Partnership, and
- (c) each Assignor shall remain solely and fully liable under or in respect of the Assigned Agreement and the Partnership to perform all the obligations and to pay all losses, costs, expenses, taxes and damages payable by it under or in connection with the Assigned Agreement and the Partnership

4. FURTHER ASSURANCE

- (a) The covenants set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in sub-clause 4 (b) and (c) below
- (b) Each Assignor shall promptly (at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))
 - (i) to perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution or re-execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be the subject of this Deed) or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the other Secured Parties provided by or pursuant to this Deed or by law, and/or
 - (ii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under this Deed
- (c) Each Assignor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Deed

5. NEGATIVE PLEDGE

No Assignor may

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,
- (b) sell, transfer, lend or otherwise dispose of all or any part of the Charged Property or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,
- (c) do or permit to be done any act or thing which might jeopardise the rights of the Security Agent in the Assigned Agreement or the Partnership or which might adversely affect or diminish the value of or restrict the transferability of the Charged Property (including by imposing any additional obligations on any of the members of the Partnership), or
- (d) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as expressly permitted by the Senior Facility Agreement or with the prior consent of the Security Agent

6. REPRESENTATIONS AND WARRANTIES

6.1 General

Each Assignor represents and warrants to the Security Agent as set out in this Clause 6 on the date of this Deed and on each date that the Repeating Representations are repeated under the Senior Facility Agreement

6.2 Security Interest

Subject to the Legal Reservations and any Perfection Requirements, this Deed creates the Security which it purports to create and the obligation expressed to be assumed by each Assignor under this Deed constitutes its legal, valid, binding and enforceable obligations

6.3 Assigned Agreement

Each Assignor represents that

- (a) the entry into, delivery and performance of this Deed will not conflict with any terms of the Assigned Agreement,
- (b) the Assigned Agreement is in full force and effect, enforceable in accordance with its terms and none of the Assignors is in material breach of any term or condition of the Assigned Agreement,
- (c) there are no restrictions on each Assignor's ability to assign the Assigned Agreement and its rights, title and interest in the Partnership to the Security Agent, whether contained in the Assigned Agreement or any other document, and
- (d) the Assignors are all of the members of the Partnership and it is acknowledged and agreed that the assignment contemplated by this Deed does not interfere with the management or administration of the affairs of the Partnership, and
- (e) it is the legal and beneficial owner of the Charged Property free from Security (other than the Security created pursuant to this Deed) and this Deed confers the security it purports to confer over the Charged Property and the security created under or pursuant to this Deed is not subject to any prior or pari passu Security and is not liable to avoidance on liquidation or bankruptcy, composition or any other similar insolvency proceedings

6.4 PSC Register

- (a) The Partnership represents that it has not issued and does not intend to issue any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any interest in the Partnership which constitute Charged Property
- (b) Each Assignor represents that it has not received any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any interest in the Partnership which constitutes Charged Property

7. PROTECTION OF SECURITY

7.1 Assigned Agreement

- (a) Each party to this Deed acknowledges notice of the assignment of the Assigned Agreement pursuant to Clause 3 (*Security Assignment*) and agrees that following confirmation from the Security Agent that an Acceleration Event has occurred, it will pay any sum owed by it to an Assignor under the Assigned Agreement to such account as the Security Agent may notify to it in writing from time to time
- (b) No Assignor will make or agree to make any amendments to the Assigned Agreement (except for any change of an administrative or technical nature), waive any of its rights under the Assigned Agreement or exercise any right to terminate the Assigned Agreement, except with the prior consent of the Security Agent

7.2 Documents of Title

- (a) Each Assignor will promptly deposit with the Security Agent (or as it shall direct) at the Security Agent's request
 - (i) a copy of the Assigned Agreement,
 - (ii) the Resignation Letters, and
 - (iii) all documents of title (if any) relating to its ownership interest in the Partnership (other than the Assigned Agreement),

on the basis that the Security Agent shall be able to hold such documents until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any time following the occurrence of an Acceleration Event to effect a resignation of the Assignors, under its power of attorney given in this Deed, and the admission of any person that the Security Agent nominates as member of the Partnership in substitution for such Assignor,

- (b) The Security Agent may retain any document delivered to it under this Clause 7.2 or otherwise until the security created under this Deed is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the relevant Assignor require that the document be redelivered to it and the relevant Assignor shall promptly comply (or procure compliance) with that notice
- (c) Any document required to be delivered to the Security Agent under this Clause 7.2 which is for any reason not so delivered or which is released by the Security Agent to the Assignors shall be held on trust by the Assignors for the Security Agent

8. UNDERTAKINGS

8.1 General

Each Assignor undertakes to the Security Agent in the terms of this Clause 8 from the date of this Deed and for so long as any of the Secured Obligations are outstanding

8.2 Assigned Agreement

- (a) The Assignors shall not permit any additional person to become a member of the Partnership unless such additional person assigns its rights, title and interest in the Assigned Agreement and the Partnership to the Security Agent on the terms of this Deed (*mutatis mutandis*). For avoidance of doubt, no Assignor is permitted to consent to any additional members joining the Partnership unless permitted by the Security Agent
- (b) Until an Acceleration Event occurs, each Assignor shall be entitled to
 - (i) receive and retain all dividends, distributions, and other monies paid on or derived in relation to the Partnership, and
 - (ii) exercise all voting and other rights and powers in relation to the Partnership, provided that it must not do so in a manner which would adversely affect the validity, enforceability or existence of the Security or the interests of the Secured Parties created under this Deed
- (c) At any time following the occurrence of an Acceleration Event,

- (i) upon request of the Security Agent, the Security Agent shall have the right to receive and retain all dividends, distributions and other monies paid on or derived in relation to the Assigned Agreement or the Partnership and all such rights shall be held on trust for the benefit of the Secured Parties,
- (ii) all voting rights and any powers or rights which may be exercised by each of the Assignors in respect of its interests in the Partnership shall be exercised by such Assignor as directed by the Security Agent, unless the Security Agent has notified the relevant Assignor in writing that it wishes to give up this right,
- (iii) upon request of the Security Agent in accordance with the terms of this Deed, each Assignor agrees to admit any person as nominated by the Security Agent as a member of the Partnership in substitution for such Assignor, and
- (iv) upon request of the Security Agent in accordance with the terms of this Deed, each Assignor consents to the resignation of itself or another member of the Partnership

8 3 PSC Register

- (a) Each Assignor and the Partnership shall promptly
 - (i) notify the Security Agent of its intention to issue, or its receipt of, any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any interest which constitute Charged Property, and
 - (ii) provide to the Security Agent a copy of any such warning notice or restrictions notice,

in each case before it issues, or promptly after it receives, any such notice (as applicable)
- (b) For the purposes of withdrawing any restrictions notice or for any application (or similar) to the court under Schedule 1B of the Companies Act 2006, each Assignor shall prove such assistance as the Security Agent may reasonably request in respect of any interest which constitute Charged Property and provide the Security Agent with all information, documents and evidence that it may reasonably request in connection with the same

9. SECURITY AGENT'S POWER TO REMEDY

9 1 Power to Remedy

If any Assignor fails to comply with any obligation set out in Clause 7 (*Protection of Security*) or Clause 8 (*Undertakings*) and that failure is not remedied to the satisfaction of the Security Agent within 14 days of the Security Agent giving notice to the relevant Assignor or the relevant Assignor becoming aware of the failure to comply, it will allow (and irrevocably authorises) the Security Agent or any person which the Security Agent nominates to take any action on behalf of the Assignors which is necessary to ensure that those obligations are complied with

9 2 Indemnity

Each Assignor will indemnify the Security Agent, Receiver or Delegate against all losses incurred by the Security Agent, Receiver or Delegate incurred by holding, protecting,

enforcing the Security or exercising any rights under the Deed or by law or as a result of a breach by any Assignor of its obligations under this Deed other than losses incurred as a result of the Security Agent's gross negligence or wilful misconduct. All sums the subject of this indemnity will be payable by the Assignors to the Security Agent on demand and if not so paid will bear interest at the Default Rate. Any unpaid interest will be compounded monthly.

10. CONTINUING SECURITY

10.1 Continuing Security

The Security constituted by this Deed shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

10.2 Other Security

The Security constituted by this Deed is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Security Agent and/or any other Secured Party may now or after the date of this Deed hold for any of the Secured Obligations, and this Security may be enforced against the Assignors without first having recourse to any other rights of the Security Agent or any other Secured Party.

11. ENFORCEMENT OF SECURITY

11.1 Enforcement

The enforcement of the Security constituted by this Deed and the provisions set out in this Clause 11 are subject to the terms of the Intercreditor Agreement.

11.2 Enforcement Powers

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due on the date of this Deed. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Deed shall be immediately exercisable at any time after an Acceleration Event has occurred.

11.3 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under this Deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Deed, those contained in this Deed shall prevail.

11.4 Exercise of Powers

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Deed, and all or any of the rights and powers conferred by this Deed on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to the Assignors at any time after an Acceleration Event has occurred, irrespective of whether the Security Agent has taken possession or appointed a Receiver in respect of the Charged Property.

11 5 Disapplication of Statutory Restrictions

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this Deed

11 6 Appropriation under the Financial Collateral Regulations

- (a) To the extent that any of the Charged Property constitutes "financial collateral" and this deed and the obligations of the Assignors hereunder constitute "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No 2) Regulations 2003 (as amended)), the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise that right to appropriate by giving notice to the relevant Assignor at any time after an Acceleration Event has occurred
- (b) The Parties agree that the value of any such appropriated financial collateral shall be (x) in the case of securities, the price at which such securities can be disposed of by the Security Agent, and (y) in the case of any other asset, the market value of such financial collateral as determined by the Security Agent, in each case, in a commercially reasonable manner (including by way of an independent valuation) The Parties agree that the methods of valuation provided for in this paragraph shall constitute commercially reasonable methods of valuation for the purposes of the Regulations

12. RECEIVERS

12 1 Appointment of Receiver

- (a) Subject to paragraph (c) below, at any time after Acceleration Event has occurred, or if so requested by the Assignors, the Security Agent may by writing under hand signed by any officer or manager of the Security Agent, appoint any person (or persons) to be a Receiver of all or any part of the Charged Property
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this Deed
- (c) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986

12 2 Powers of Receiver

Each Receiver appointed under this Deed shall have (subject to any limitations or restrictions which the Security Agent may incorporate in the deed or instrument appointing it) all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this Deed), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver In addition, notwithstanding any liquidation of the relevant Assignor, each Receiver shall have power to

- (a) exercise all the powers and rights of a legal and beneficial owner and do or omit to do anything which the Assignor itself could do or omit to do including without limitation the power to exercise any voting and management rights attaching to the interests owned by the Assignors and comprised in the Charged Property, but only following a written notification from either the Receiver or the Security Agent to the Assignors

stating that the Security Agent shall exercise all voting rights in respect of the interests owned by the Assignors and comprised in the Charged Property,

- (b) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on each Assignor and the money so paid shall be deemed to be an expense properly incurred by the Receiver,
- (c) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of an Assignor or relating to any of the Charged Property, and
- (d) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 12.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of each Assignor for all such purposes,

and in each case may use the name of each Assignor and exercise the relevant power in any manner which he may think fit

12.3 Receiver as Agent

Each Receiver shall be the agent of each Assignor, which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver

12.4 Removal of Receiver

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason

12.5 Remuneration of Receiver

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it

12.6 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Deed (unless the document appointing such Receiver states otherwise)

13. APPLICATION OF PROCEEDS

13.1 Order of Application

All monies received or recovered by the Security Agent or any Receiver pursuant to this Deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by Clause 15.1 (*Order of application*) of the Intercreditor Agreement notwithstanding any purported appropriation by the Assignors

13 2 Section 109 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed

13 3 Application against Secured Obligations

Subject to Clause 13 1 above, any monies or other value received or realised by the Security Agent from an Assignor or a Receiver under this Deed may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Security Agent may determine

13 4 Suspense Account

Until the Secured Obligations are paid in full, the Security Agent or the Receiver (as appropriate) may place and keep (for such time as it shall determine) any money received, recovered or realized pursuant to this Deed or on account of each Assignor's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either that Assignor or the Security Agent or the Receiver as the Security Agent or the Receiver shall think fit) and the Security Agent or the Receiver may retain the same for the period which it considers expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations

14. PROTECTION OF SECURITY AGENT AND RECEIVER

14 1 No Liability

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence, wilful default under the Debt Documents

14 2 Possession of Charged Property

Without prejudice to Clause 14 1 above, if the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession

14 3 Primary liability of Assignors

The liability of each Assignor under this Deed and the assignment and charges contained in this Deed shall not be impaired by any forbearance, neglect, indulgence, abandonment, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of such Assignor (as a surety only) or the charges contained in this Deed (as secondary or collateral charges only) would, but for this provision, have been discharged

14 4 Waiver of defences

The obligations of each Assignor under this Deed will not be affected by an act, omission, matter or thing which, but for this this Deed, would reduce, release or prejudice any of its obligations under this this Deed (without limitation and whether or not known to it or any Secured Party) including

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person,

- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group,
- (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, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person,
- (e) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Debt Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Debt Document or other document or security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Debt Document or any other document or security, or
- (g) any insolvency or similar proceedings

14 5 **Security Agent**

The provisions set out in Clause 17 (*Security Agent*) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this Deed

14 6 **Delegation**

The Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to the Assignors or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate

14 7 **Cumulative Powers**

The powers which this Deed confers on the Security Agent, the other Secured Parties and any Receiver appointed under this Deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment

15. **POWER OF ATTORNEY**

- 15 1 Subject to Clause 15 2 below, each Assignor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or

thing which it is required to do under the terms of this Deed which it has not done within the time specified under this Deed, and each Assignor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney

15 2 Exercise of rights

The rights under Clause 15 1 above shall only be exercisable

- (a) upon the occurrence of an Acceleration Event, or
- (b) if an Assignor has failed to comply with
 - (i) an obligation under Clause 4 (*Further Assurance*), or
 - (ii) any other obligation relating to the perfection of any Security created under this Deed,

within ten Business Days of being notified by the Security Agent of that failure and being requested to comply if it is capable to so so

16. PROTECTION FOR THIRD PARTIES

16 1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this Deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power, or
- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters

16 2 Receipt Conclusive

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Agent or any Receiver

17. REINSTATEMENT AND RELEASE

17 1 Amounts Avoided

If any amount paid by the Assignors in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the Assignors or otherwise, then for the purposes of this Deed that amount shall not be considered to have been paid

17 2 Discharge Conditional

Any settlement or discharge between the Assignors and any Secured Party shall be conditional upon no security or payment to that Secured Party by the Assignors or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this Deed) that Secured Party shall be entitled to recover from the

Assignors the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred

17.3 Covenant To Release

Once all the Secured Obligations have been irrevocably paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to or incur liability on behalf of, the Assignors, the Security Agent and each Secured Party shall, at the request and cost of the Assignors, execute any documents (or procure that its nominees execute any documents) or take any action which may be necessary to release the Charged Property from the Security constituted by this Deed

18. CURRENCY CLAUSES

18.1 Conversion

All monies received or held by the Security Agent or any Receiver under this Deed may be converted into any other currency which the Security Agent considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency

18.2 No Discharge

No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Assignors in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action against the Assignors and shall be entitled to enforce the Security constituted by this Deed to recover the amount of the shortfall

19. SET-OFF

19.1 Set-off rights

Subject always to the waterfall provisions in the Intercreditor Agreement, the Security Agent may set off any matured obligation due from the Assignors under the Debt Documents (to the extent beneficially owned by the Security Agent) against any matured obligation owed by the Security Agent to the Assignors, 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

19.2 Unliquidated Claims

If, at any time after notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent to the Assignors, the relevant obligation or liability is unliquidated or unascertained, the Security Agent may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained

20. RULING OFF

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Senior Facility Agreement) it may open a new account for the Assignors in its books. If it does not do so then (unless it gives express notice to the contrary to the Assignors), as from the time it receives that notice, all payments made by the Assignors to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the Assignors and not as having been applied in reduction of the Secured Obligations.

21. REDEMPTION OF PRIOR CHARGES

The Security Agent may, at any time after an Acceleration Event has occurred, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the Assignors. The Assignors will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

22. NOTICES

Any communications to be made under or in connection with this Deed that is made in accordance with the requirements of Clause 22 (*Notices*) of the Intercreditor Agreement shall be valid under this Deed.

23. CHANGES TO PARTIES

23.1 Assignment by the Security Agent

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Deed in accordance with the Debt Documents.

23.2 Changes to Parties

Each Assignor authorises and agrees to changes to parties under Clause 18 (*Changes to the Parties*) of the Intercreditor Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

24. MISCELLANEOUS

24.1 Certificates Conclusive

A certificate or determination of the Security Agent as to any amount payable under this Deed will be conclusive and binding on the Assignors, except in the case of manifest error.

24.2 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.

24.3 Invalidity of any Provision

If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

24.4 **Failure to Execute**

Failure by one or more parties ("Non-Signatories") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

25. **GOVERNING LAW AND JURISDICTION**

- (a) This Deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to Clause (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a "Dispute"). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Deed shall limit the right of the Secured Parties to bring any legal action against any of the Assignors in any other court of competent jurisdiction.

IN WITNESS whereof this Deed has been duly executed as a deed and is delivered on the date first above written.

SCHEDULE 1
FORM OF RESIGNATION LETTER

Date _____

To QHG INVESTMENT LLP
[•]

Dear Sirs,

[I]/[We] hereby resign as member of QHG INVESTMENT LLP (the "Partnership") with immediate effect

[I]/[We] hereby relinquish any rights which [I]/[we] may have under any contract of employment or membership with the Partnership or under any statutory provision including any right to damages for wrongful dismissal, redundancy payment or compensation for loss of office or unfair dismissal (other than rights to emoluments with respect to the period up to the date hereof)

Yours faithfully,

[Member 1]

I hereby consent to such resignation

[Member 2]

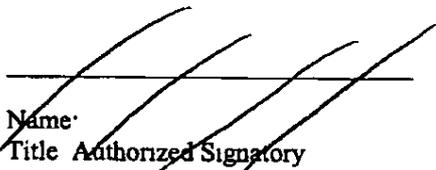
SIGNATORIES TO THE SECURITY ASSIGNMENT

THE ASSIGNORS

EXECUTED as a **DEED** by
QHG HOLDING LLP acting by:

REDACTED

Name: **ANN NASIM**
Title: Authorized Signatory


Name:
Title: Authorized Signatory

Notice Details

Address 50 Berkeley St, Mayfair, London W1J 8HD
Fax +44 02074123310
Attention: Yuriy Shpek
Email yuriy.shpek@glencore.co.uk

WITNESS
REDACTED

FREDDIE SHAMAGHER

1 Silk Street, London, EC2Y 8HQ

TRAINEE SOLICITOR

THE PARTNERSHIP

**EXECUTED as a DEED by
QHG INVESTMENT LLP acting by.**

REDACTED

Name: ANN NASH
Title: Authorized Signatory


Name
Title Authorized Signatory

Notice Details

Address 50 Berkeley St, Mayfair, London W1J 8HD
Fax. +44 02074123310
Attention. Yuriy Shpek
Email. yuriy.shpek@glencore.co.uk

WITNESS

REDACTED

FREDDIE SHANAGHER

1 Silk Street, London EC2Y 8HQ

TRAVEE SOLICITOR

EXECUTED as a DEED by
QATAR HOLDING LLC acting by
____ REDACTED (WITNESS)

Name PHILIP DUNNE
REDACTED

Name ABDULLA BIN MOHAMMED BIN SAUD AL-THANI
Title Authorized Signatory

Notice Details

Address 8th Floor,
Q-tel Tower, Diplomatic Area Street, West Bay
P O Box 23224,
Doha, State of Qatar

Email commodities@qia.qa

Attention Head of Commodities Department

With a copy to General Counsel, Legal Department
Qatar Holding LLC
Q-tel Tower, Diplomatic Area Street, West Bay
Doha, State of Qatar

Email notices.legal@qatarholding.qa

**THE SECURITY AGENT
EXECUTED as a DEED by**

INTESA SANPAOLO S.P.A., LONDON BRANCH acting by

REDACTED

as Authorised Signatory (UNDER POWER OF ATTORNEY)

Name **MICHELE MAFFANA**
Title

as Authorised Signatory _____

Name
Title

Notice Details

Address 90 Queen Street, London, EC4N 1SA
Facsimile +44 207 651 3200
Attention The Legal Department
Email ISPUK-Legal@intesasanpaolo.com