# Registration of a Charge

Company name: BUSABA EATHAI HOLDINGS LIMITED

Company number: 06583652

Received for Electronic Filing: 03/02/2020



# **Details of Charge**

Date of creation: 30/01/2020

Charge code: 0658 3652 0003

Persons entitled: U.S. BANK TRUSTEES LIMITED (AS SECURITY AGENT)

Brief description: NOT APPLICABLE

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or

undertaking of the company).

Contains negative pledge.

# Authentication of Form

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

# Authentication of Instrument

Certification statement: I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT

TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION

FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: CHITHRA RENGAMANNAR



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6583652

Charge code: 0658 3652 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th January 2020 and created by BUSABA EATHAI HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd February 2020.

Given at Companies House, Cardiff on 4th February 2020

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





certify that, save for material redacted pursuant to section 859G of the Companies Act 200 instrument delivered as part of this application for registration in accordance with section 85 correct copy of the original security instrument.	6, the enclosed copy of the security 9A of the Companies Act 2006 is a
Signature:  Name:  CHITHER RENGEM ANNAIL  Title:  SoliCITOR  Date:  3   01   2020	
<u>30</u> January 2020	
BUSABA EATHAI LIMITED (AND OT	HERS)
(as the Supplemental Chargors)	
and	
U.S. BANK TRUSTEES LIMITEI	)
(as the Security Agent)	
	<del></del>
SUPPLEMENTAL SECURITY DEI	ED
LATHAM®WATKINS	
99 Bishopsgate	
London EC2M 3XF	

United Kingdom Tel: +44.20.7710.1000

www.lw.com

## **CONTENTS**

Claus	e	Page
1.	INTERPRETATION1	
2.	COVENANT TO PAY1	
3.	CHARGING PROVISIONS 1	
4.	NEGATIVE PLEDGE4	
5.	INCORPORATION OF TERMS FROM DEBENTURE 4	
6.	THE DEBENTURE4	
7.	FAILURE TO EXECUTE4	
8.	NOTICES5	
9.	GOVERNING LAW AND JURISDICTION6	
SCHE	EDULE 1	
	THE SUPPLEMENTAL CHARGORS	
SCHE	EDULE 2	
	REAL PROPERTY	
	PLAN 1	
	PLAN 2	
	PLAN 3	

#### THIS SUPPLEMENTAL SECURITY DEED is made on 30 January 2020

#### BETWEEN:

- (1) THE COMPANIES listed in Schedule 1 (The Supplemental Chargors) (collectively the "Supplemental Chargors" and each a "Supplemental Chargor"); and
- (2) U.S. BANK TRUSTEES LIMITED, a limited liability company incorporated under the laws of England and Wales and with registration number 02379632 with its registered office at 125 Old Broad Street, London, EC2N 1AR as security agent for the Secured Parties (the "Security Agent").

#### **RECITALS**:

This deed is supplemental to a debenture dated 23 June 2016 between, amongst others the chargors named therein (including the Supplemental Chargors), and the Security Agent (the "**Debenture**").

#### IT IS AGREED AS FOLLOWS:

#### 1. INTERPRETATION

#### 1.1 **Definitions**

Unless otherwise defined in this deed, terms defined in the Debenture and the Facilities Agreement shall have the same meaning when used in this deed.

#### 1.2 Construction

The provisions of clauses 1.2 to 1.14 (*Construction*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the "Debenture" and other similar expressions were references to this deed.

#### 2. COVENANT TO PAY

- 2.1 Each Supplemental Chargor covenants with the Security Agent (as trustee for the Secured Parties) that it shall pay, perform and discharge its Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Finance Documents or, in the absence of any such express terms, on demand.
- 2.2 Each Supplemental Chargor covenants with the Security Agent (as trustee for the Secured Parties) to pay interest on any amounts due under clause 2.1 (*Covenant to Pay*) from day to day until full discharge (whether before or after judgement, liquidation, winding-up or administration of the relevant Supplemental Chargor) at the rate and in the manner specified in clause 12.3 (*Default Interest*) of the Facilities Agreement.

#### 3. CHARGING PROVISIONS

#### Fixed Charges

3.1 Each Supplemental Chargor, as continuing security for the payment of the Secured Liabilities, charges in favour of the Security Agent (as trustee for the Secured Parties)

- by way of a first legal mortgage all of that Supplemental Chargor's right, title and interest in and to the Real Property specified in Schedule 2 (*Real Property*) (other than any subject to an Exclusion unless and until the same is Satisfied).
- 3.2 Each Supplemental Chargor, as continuing security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Agent (as trustee for the Secured Parties) by way of first fixed charge all of that Supplemental Chargor's right, title and interest in and to the following assets, both present and future:
  - 3.2.1. all estates or interest in any Real Property (other than such property effectively mortgaged under clause 3.1 above, or any subject to an Exclusion unless and until the same is Satisfied);
  - 3.2.2. all licences held by it to enter upon or use land and/or carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;
  - 3.2.3. where any Real Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding part II of the Landlord and Tenant Act 1954) which confers upon as tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
  - 3.2.4. all amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Real Property or Premises;
  - 3.2.5. all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);
  - 3.2.6. all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
  - 3.2.7. all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
  - 3.2.8. all moneys from time to time deposited in or standing to the credit of any bank account with the Security Agent or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same));
  - 3.2.9. all Securities and their Related Rights;
  - 3.2.10. all of its goodwill and uncalled capital;

- 3.2.11. all Intellectual Property;
- 3.2.12. all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them;
- 3.2.13. each of the Specified Contracts set out in Schedule 5 (*Specified Contracts*) of the Debenture, together with:
  - (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;
  - (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person;
  - (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels); and
  - (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Secured Parties or any other person),
  - (e) including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them.

#### Security Assignment

- 3.3 Subject to clause 3.4 below and subject in each case to reassignment by the Security Agent to the Supplemental Charger, each Supplemental Chargor, as further continuing security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Security Agent (as trustee for the Secured Parties) absolutely by way of a first legal assignment all of that Supplemental Chargor's right, title and interest in and to the Insurances and the Specified Contracts.
- 3.4 Until the occurrence of a Declared Default and subject to the terms of the Facilities Agreement, each Supplemental Chargor shall be entitled to deal with the Specified Contracts in the ordinary and usual course of its business.

#### Floating Charge

3.5 Each Supplemental Chargor, as further continuing security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Agent (as trustee for the Secured Parties) by way of a first floating charge all of that Supplemental Chargor's undertaking and all its other property, assets and rights whatsoever, present and future, including all of its stock in trade and all of its property,

assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to clauses 3.1 and 3.2 (Fixed Charges).

3.6 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.

#### 4. NEGATIVE PLEDGE

- 4.1 No Supplemental Chargor shall create or agree to create, extend or permit to arise or subsist any Security over the whole or any part of the Charged Property or enter into any arrangement or transaction as described in clause 25.14 (*Negative Pledge*) of the Facilities Agreement in respect of any asset forming part of, or intended to form part of, the Charged Property, other than as permitted under the Facilities Agreement;
- 4.2 No Supplemental Chargor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, transfer, lease, or otherwise dispose of the whole or any part of the Charged Property, other than any disposal in the ordinary course of trading (as conducted by that Supplemental Chargor at the date of this Deed) of any Charged Property which is subject only to the floating charge created by this deed or as expressly permitted under clause 25.15 (*Disposals*) of the Facilities Agreement.

#### 5. INCORPORATION OF TERMS FROM DEBENTURE

The provisions of Clause 4.3 (Conversion by Notice), Clause 4.4 (Automatic Conversion), Clause 5 (Perfection of Security) and Clause 6 (Further Assurance) to Clause 28 (Releases) of the Debenture shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed, but as if references in those clauses to:

- (a) "this Debenture" or "this deed" and other similar expressions were a reference to this deed:
- (b) "Chargor" was a reference to the Supplemental Chargor under this deed; and
- (c) "Charged Property" (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this deed.

#### 6. THE DEBENTURE

The Debenture shall remain in full force and effect as supplemented by this deed.

#### 7. 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.

#### 8. NOTICES

#### **Communications in writing**

8.1 Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

#### Addresses

- 8.2 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Supplemental Chargor and the Security Agent for any communication or document to be made or delivered under or in connection with this Deed is:
  - (a) in the case of any Supplemental Chargor, that identified with its name in schedule 1 (*The Chargors*); and
  - (b) in the case of the Security Agent, that identified with its signature below, or any substitute address, fax number or department or officer as any Supplemental Chargor may notify to the Security Agent (or the Security Agent may notify to the Supplemental Chargors, if a change is made by the Security Agent) by not less than five Business Days' notice.

#### **Delivery**

- 8.3 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:
  - (a) if by way of fax, when received in legible form; or
  - (b) if by way of letter, when it has been left at the relevant address or five business days after being deposited in the post postage prepaid in an envelope addressed to it at that address, and, if a particular department or officer is specified as part of its address details provided under clause 8.2 (Addresses), if addressed to that department or officer.
- Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by it and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as it shall specify for this purpose).
- 8.5 Any communication or document made or delivered to the Parent in accordance with this clause 8 will be deemed to have been made or delivered to each of the relevant Supplemental Chargors.
- 8.6 All notices from or to a Supplemental Chargor shall be sent through the Agent.
- 8.7 Any communication or document which becomes effective, in accordance with paragraphs 8.3 to 8.6 above, after 5:00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

## 9. GOVERNING LAW AND JURISDICTION

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.

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

# SCHEDULE 1

# THE SUPPLEMENTAL CHARGORS

Name	Company Number	Registered Office	Address for Notices
Busaba Eathai Limited	04956194	2 <sup>nd</sup> Floor, 42-48 Great Portland Street, London, W1W 7NB	2 <sup>nd</sup> Floor, 42-48 Great Portland Street, London, W1W 7NB
Busaba Eathai	06583652	2 <sup>nd</sup> Floor, 42-48 Great Portland	2 <sup>nd</sup> Floor, 42-48 Great Portland
Holdings Limited		Street, London, W1W 7NB	Street, London, W1W 7NB
Busaba Eathai	06583565	2 <sup>nd</sup> Floor, 42-48 Great Portland	2 <sup>nd</sup> Floor, 42-48 Great Portland
Acquisitions Limited		Street, London, W1W 7NB	Street, London, W1W 7NB
Amerin Limited	03220089	2 <sup>nd</sup> Floor, 42-48 Great Portland Street, London, W1W 7NB	2 <sup>nd</sup> Floor, 42-48 Great Portland Street, London, W1W 7NB
Busaba Eathai (Store	03526421	2 <sup>nd</sup> Floor, 42-48 Great Portland	2 <sup>nd</sup> Floor, 42-48 Great Portland
Street) Limited		Street, London, W1W 7NB	Street, London, W1W 7NB

# **SCHEDULE 2**

#### **REAL PROPERTY**

Name of Chargor	Premises at:	County/District	Registered at HM Land Registry under Title No/Description
Busaba Eathai Limited	Unit 6, Block B, 50 Bethnal Green Road, London, E1	Shoreditch	AGL343941
Busaba Eathai Limited	Unit 2.02, The Entertainment District, Greenwich Peninsula, London, SE10 0DX	Greenwich	All those shop premises being part of the Entertainment District and known as Unit 2.02, shown edged red on Plan 1.
Busaba Eathai Limited	Unit 1, The Printworks, 27 Withy Grove, Manchester, M4 2BS	Manchester	The land known as Unit 1, Ground, Mezzanine and First Floor levels of the centre situated on the corner of Corporation Street and Withy Grove, and known as The Printworks, Manchester.
Busaba Eathai Limited	8-13 Bird Street, London, W1U 1BU	London	NGL837581
Busaba Eathai Limited	Part Ground Floor, Clareville House, Panton Street, London WC2	London	NGL908199
Busaba Eathai Limited	Basement and Ground Floor Premises, 313-319 Old Street and 6 Rufus Street, London, EC1V 9LE	London	EGL564101
Busaba Eathai Limited	Ground Floor and Basement of 44A and 44B Floral Street, London, WC2E 9DA	London	NGL828803
Busaba Eathai Limited	Unit R1004/R2004, Westfield Stratford City, London, E20 1GL	London	TGL364459
Busaba Eathai Limited	Ground Floor and basement at 106, 108 and 110 Wardour Street, London, W1	London	NGL765538

Busaba Eathai Limited Unit 7-11 Verulam Road, Christopher Place Shopping Centre, St Albans St Albans

All those premises at ground floor level within and forming part of the Centre and known as 7-11 Verulam Road, shown edged red on Plan 3.

# PLAN 1

Demise Plan Och

THE TENNIT'S PACK IS TO ELUSTRATE DEAISING WALL LOCATIONS AND AREA CONFIGURATIONS. THE S NOT AN AS-BULL DRAWNIC, ALL HIS GRANATON SAUL BE VERTED ON SITE BY THE TENNIT'S REPRESENTATIVE ARCHITECT, ENGINEER AND CONTRACTOR.

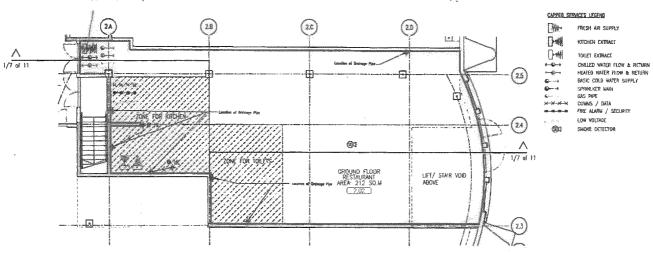
THIS DOCUMENT IS FOR GENERAL INFORMATION PURPOSES ONLY.

SEMERAL UNIT HATHRESS-FIRE RATING = 1 HOUR ACQUISTIC FATHNG = 4506 MAXIMUM FLOOR LOADING = 5.0km/m2

INCOMING KITCHEN EXTRACT IN MEZZ FLOOR CIELING.

GROUND FLOOR LEASE PLAN - UNIT 2.02

SCALE: 1: 100 (A3)



Treal Mail Anna 387 M Sq - 4166 Sq Ft Building Humber Tenant Pack RIKL A SECRETARY OF THE POST OF T The O<sub>2</sub> Entertakeneral Unit Number 2.02 Principal of Picco Levels 2 of 11 GROUND FLOOR
212 M Sq - 2282 Sq Ft RESTAURANT Appendit A ton 97.57.599

"Detrivoe Plan"

NOTES:

THE TEMMIT'S PACK IS TO ELUSTRATE DEMISEN WALL LOCATIONS AND AREA CONFIGURATIONS. THIS IS NOT AN AS-BUEL DEMINIS, ALL INFORMATION SHALL BE VERTED ON SITE BY THE TEMMIS ALL INFORMATION SHALL BE VERTED ON SITE BY THE TEMMIS REPRESENTATIVE ARCHITECT, ENGINEER AND CONTRACTION.

THIS DOCUMENT IS FOR GENERAL INFORMATION PURPOSES ONLY.

ZONE FOR INCOMING LANDLORD KITCHEN EXTRACT AND SUPPLY AR

SENERAL LANT MATINGS —
FIRE RATING = 1 HOUSE
ACQUISTIC MATING = 4506
MAXIMUM FLOOR LOADING = 5.0km/m2

(IN CIELING OF MEZZ FLOOR) CAPPED SERVICES LEGENO (2C) (10) 回顺 04 KITCHEN EXTRACT ()·# TOILET EXTRACT TOLET EURWOF

CHILLED WATER FLOW & RETURN

HEATEN WARER FLOW & RETURN

BASIC COLD WATER SUPPLY

SPRINLEER MAN

CAS PIPE

CONUS') DATA

FRE. ALMIN / SECURITY

LOW VOLTAGE

SMOWE DETECTOR JOHR. \*\*\*\*\* প্ প্ CROUND FLOOR WEZZ.

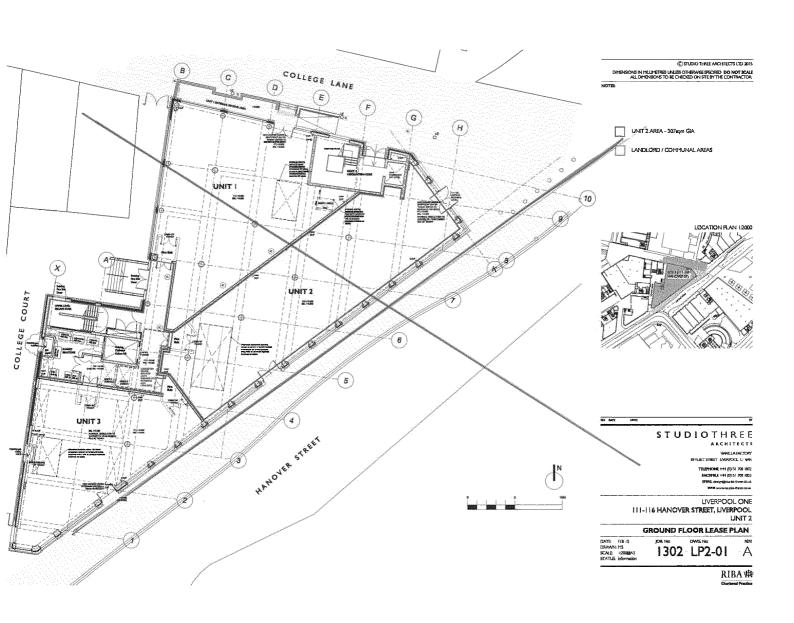
RESTAURANT

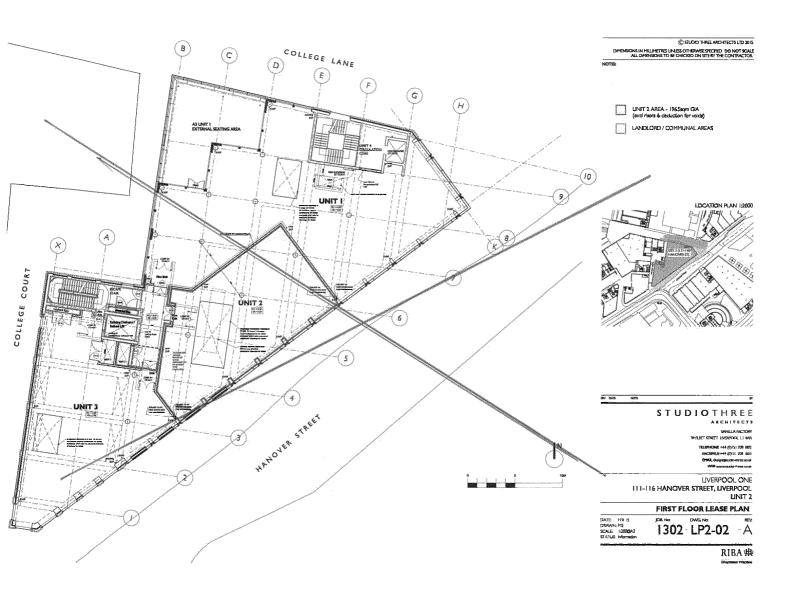
AREA 175 SO.M

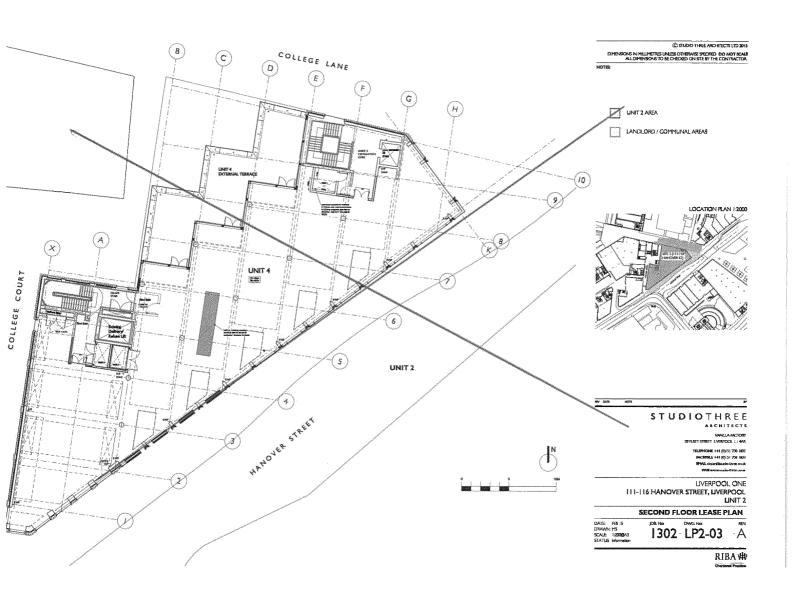
Z.02 91 //7 of 11 (23) 1 (DOME 1: 100 (AS) GROUND FLOOR MEZZANINE LEASE PLAN - UNIT 2.02

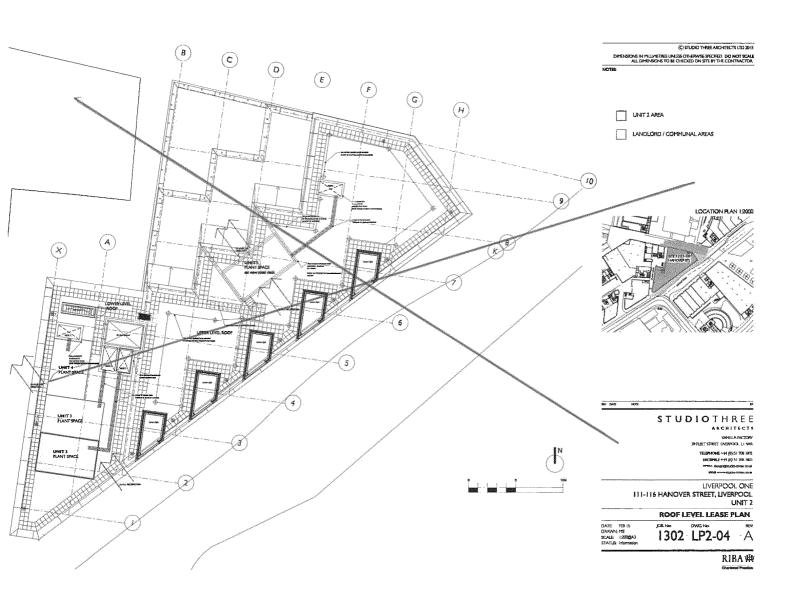
Section of Contract C	3 of 11
The property of the property o	1 30111
Terrancity Types RESTAURANT In SERVICE IN SE	Appenda A

# PLAN 2

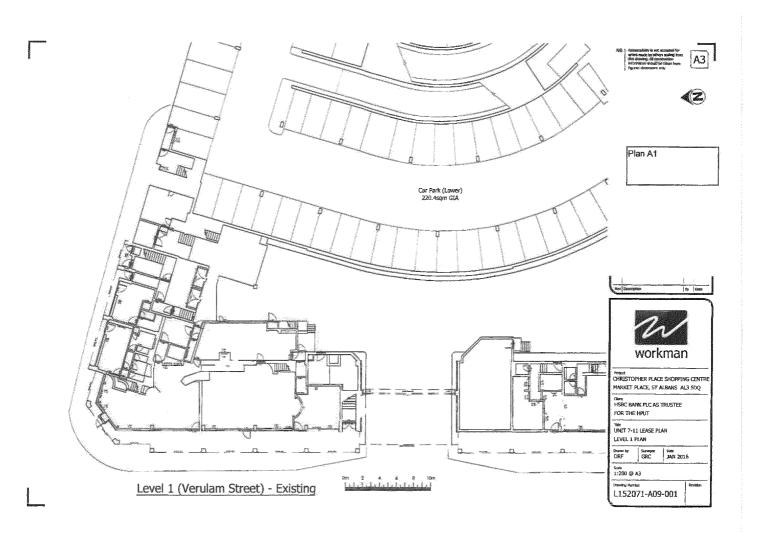








# PLAN 3

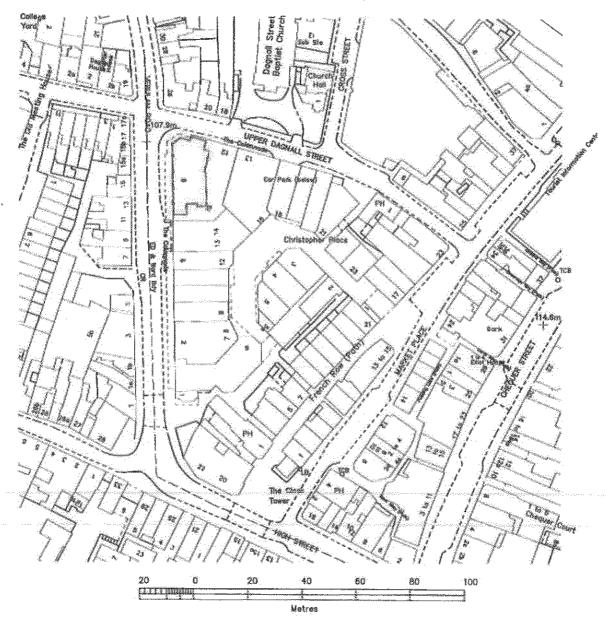




NB

Responsibility is not accepted for errors made by others scaling from this drawing. All construction information should be taken from figured dimensions only





# SITE LOCATION PLAN (1:1250)

Plan A2 Rev Description By Date

Project CHRISTOPHER PLACE SHOPPING CENTRE MARKET PLACE, ST ALBANS AL3 5DQ	Drawn by DRF	Surveyor GRC	Date JAN 2016	
CREAT HSBC BANK PLC AS TRUSTEE FOR THE HPUT	5cale 1:1250 c	@ A4	Control of the Contro	
Title UNIT 7-11 SITE LOCATION PLAN	Drawing Number   Revision   Revision			 workman

## SIGNATORIES TO THE SUPPLEMENTAL SECURITY DEED

THE SUPPLEMENT	<u>AL CHARGOI</u>	<u>RS</u>	
<b>EXECUTED</b> as a <b>DE</b>	ED by	)	REDACTED
BUSABA EATHAI LI	MITED	)	
on being signed by:		)	-
MARC WMITEX	1.640	)	* Director
in the presence of:		)	
Signature of witness:	REDA	ACTED	
Name:	DENTS	CEAKLEY	
Address:	REDA	ACTED	
•	REDA	ACTED	
Occupation:	ACCOUNT	AMT	
<b>EXECUTED</b> as a <b>DE</b> BUSABA EATHAI H	•	) ITED )	REDACTED
on being signed by:		)	
MARC WHITE	1610	)	Director
in the presence of:		)	
Signature of witness:	RED	ACTED	
Name:	DEWAI	COAKLEY	·
Address:	RED	ACTED	
-	RED	ACTED	
Occupation:	ACCOUNTANT		

[Signature page to Supplemental Security Deed]



<b>EXECUTED</b> as a DE	ED by	)		
BUSABA EATHAI ACQUISITIONS		)	REDACTED	
LIMITED				
on being signed by:		)		
MARC WMITH	HAQ.	)	Director	
in the presence of:		)		
Signature of witness:	REDA	CTED		
Name:	DEWZj	COARLE	<u>у</u>	
Address:	REDA	ACTED		
	REDAC	CTED		
Occupation:	ACCOUNTAI	דע		
EXECUTED as a DE	ED by	)	REDACTED	
AMERIN LIMITED		)		
on being signed by:	( fro 1 . C)	)		
MADE WHITH	!CAL)	)	Director	
in the presence of:		)		
Signature of witness:	RED	ACTEI		
Name:	DEWIS	COALLED	<u>,                                    </u>	
Address:	REDA	ACTED		
	RED	ACTED		
Occupation:	ACCOUN	TANT		

EXECUTED as a DE	ED by	)	
BUSABA EATHAI (S	TORE STREET)	)	REDACTED
LIMITED			REDITOTED
on being signed by:		)	
MARC WMITE	HILAQ.	)	Director
in the presence of:		•	
Signature of witness:	RED.	ACTE	ED
Name:	DENZI	COAKLE	<u>Y</u>
Address:	REDACTED		
-	RED	ACTED	
Occupation:	ACCOUNT	TANT	

#### THE SECURITY AGENT

#### EXECUTED as a DEED by

REDACTED

U.S. BANK TRUSTEES LIMITED acting by:

Christian Hain **Authorised Signatory** 

as Authorised Signatory:

**REDACTED** 

**Edward Hollows** 

**Authorised Signatory** 

Notice Details

Address:

5<sup>th</sup> Floor

125 Old Broad Street

London

EC2N 1AR

Facsimile:

+44 20 7365 2577

Attention:

Loan Agency

Email:

loan.agency.london@usbank.com

[Signature page to Supplemental Security Deed]