



Registration of a Charge

Company Name: **QUEENSGATE GEM FH BIDCO LIMITED**

Company Number: **11742974**



Received for filing in Electronic Format on the: **01/07/2021**

XA7TIKWY

Details of Charge

Date of creation: **29/06/2021**

Charge code: **1174 2974 0003**

Persons entitled: **SOCIETE GENERALE, LONDON BRANCH**

Brief description: **N/A.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11742974

Charge code: 1174 2974 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th June 2021 and created by QUEENSGATE GEM FH BIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st July 2021 .

Given at Companies House, Cardiff on 2nd July 2021

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



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

CONFIRMATORY SECURITY AGREEMENT

DATED 29 JUNE 2021

THE COMPANY LISTED IN Schedule 1
as the Chargor

and

SOCIETE GENERALE, LONDON BRANCH
as Common Security Agent

relating to a Freehold Contracts and Share Security Agreement
originally dated 15 March 2019

This Deed is entered into subject
to the terms of an Intercreditor Agreement
dated 14 March 2019 (as amended and supplemented from to time)

ALLEN & OVERY

Allen & Overy LLP

CONTENTS

Clause	Page
1. Interpretation	1
2. Creation of Security.....	2
3. Incorporation	4
4. Miscellaneous.....	4
5. Governing law	4
6. Enforcement	4
 Schedule	
1. The Chargor.....	6
 Signatories	
	1

THIS DEED is dated 29 June 2021 and is made BETWEEN:

- (1) THE COMPANY listed in Schedule 1 (The Chargor) as chargor (the **Chargor**); and
- (2) SOCIETE GENERALE, LONDON BRANCH as security trustee for the Common Secured Parties (as defined in the Intercreditor Agreement defined below) (the Common Security Agent).
- (3) **BACKGROUND:**
 - (A) Pursuant to a freehold contracts and share security agreement dated 15 March 2019 between the Chargor and the Common Security Agent (the **Original Security Agreement**), the Chargor created Security over the Security Assets for, among other things, the payment and satisfaction of all the Common Secured Obligations under the Common Secured Debt Documents (as amended, restated and/or supplemented).
 - (B) The Senior Facility Agreement, Mezzanine Facility Agreement and Intercreditor Agreement have been amended and restated by an amendment and restatement agreement dated on or about the date of this Deed between, among others, the Chargors and the Common Security Agent (the **Amendment and Restatement Agreement**).
 - (C) The Chargor and the Common Security Agent consider that the Security created by the Chargor under the Original Security Agreement secure payment of the Common Secured Obligations, but enter into this Deed in case they do not.
 - (D) This Deed is supplemental to the Original Security Agreement.
 - (E) The Chargor enters into this Deed in connection with the Amendment and Restatement Agreement.
 - (F) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

- (a) Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Intercreditor Agreement will be construed as references to this Deed.
- (c) A reference to:
 - (i) a **Common Secured Debt Document** or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Common Secured Debt Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility;
 - (ii) the term **this Security** means any security created by this Deed;
 - (iii) any **share** includes:

- (A) any dividend, interest or other distribution paid or payable;
- (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise,

in each case in respect of that share;

- (iv) any asset, unless the context requires otherwise, include any present or future asset; and
 - (v) a disposal includes a sale, transfer, assignment, assignation, conveyance, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and dispose will be construed accordingly.
- (d) Any covenant of the Chargor under this Deed remains in force during the Security Period.
 - (e) The terms of the other Common Secured Debt Documents and of any other agreement or instrument between any Parties in relation to any Common Secured Debt Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
 - (f) If the Common Security Agent considers that an amount paid to a Common Secured Party under a Common Secured Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
 - (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

1.2 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.
- (c) Any Common Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Common Security Agent;
 - (ii) is created over present and future assets of the Chargor;
 - (iii) is security for the payment and satisfaction of all the Common Secured Obligations; and

- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Common Security Agent holds the benefit of this Deed and this Security on trust for the Common Secured Parties.
- (c) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document or satisfaction of some other condition:
 - (i) the Chargor shall notify the Common Security Agent promptly;
 - (ii) this Security shall constitute security over all proceeds and other amounts which the Chargor may receive, or has received, under that document but exclude the Chargor's other rights under the document until the Chargor obtains the required consent or satisfies the relevant condition;
 - (iii) unless the Common Security Agent otherwise requires, the Chargor shall use its reasonable endeavours to obtain the required consent or satisfy the relevant condition; and
 - (iv) if the Chargor obtains the required consent or satisfies the relevant condition:
 - (A) the Chargor shall notify the Common Security Agent promptly; and
 - (B) all of the Chargor's rights under the document shall immediately be secured in accordance with this Deed.
- (d) The fact that no or incomplete details of any Security Asset is referred to in this Deed does not affect the validity or enforceability of this Security.
- (e) All the security created under this Deed:
 - (i) is created in case the security created by the Original Security Agreement does not secure all of the Common Secured Obligations; and
 - (ii) is created in addition to and does not affect the security created by the Original Security Agreement.
- (f) Where this Deed purports to create first fixed Security over the Security Assets, that Security will be second ranking Security over the Security Assets ranking subject to the equivalent Security created by the Original Security Agreement until such time as the Security created by the Original Security Agreement ceases to have effect.
- (g) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security created by the Original Security Agreement ceases to have effect at a time when this Deed still has effect.

2.2 Relevant Contracts and Subordinated Liabilities

- (a) The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all its present and future rights, title and interest (and all entitlements or other benefits relating thereto) under each

Relevant Contract and each Subordinated Document to which it is a party or to which it has a benefit and in respect of all Subordinated Liabilities owed to it.

- (b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (c) To the extent that they do not fall within any other Clause of this Deed and are not effectively assigned under paragraph (a) or (b) above, the Chargor charges by way of first fixed charge all of its rights under each Relevant Contract and each Subordinated Document to which it is a party and in respect of all Subordinated Liabilities owed to it.

2.3 Shares

The Chargor:

- (i) mortgages by way of a first legal mortgage all Shares owned by it or held by any nominee, trustee, custodian or clearance system on its behalf; and
- (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) charges by way of a first fixed charge its interest in all Shares owned by it or held by any nominee, trustee, custodian or clearance system on its behalf.

3. INCORPORATION

The provisions of clause 3 (Representations and Warranties - General) to 22 (Counterparts) (inclusive) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

4. MISCELLANEOUS

- (a) For the avoidance of doubt, the provisions of this Deed are without prejudice to the confirmations given by the Chargor in paragraph (a) of clause 6.1 (Confirmation) of the Amendment and Restatement Agreement.
- (b) The Original Security Agreement will remain in full force and effect and any mortgage, charge or assignment (whether at law or in equity) created by the Original Security Agreement shall continue in full force and effect notwithstanding this Deed and shall not merge in any security constituted by this Deed or be released, extinguished or affected in any way by the security constituted by this Deed.
- (c) This Deed is designated a Common Secured Debt Document.

5. GOVERNING LAW

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

6. ENFORCEMENT

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

- (b) 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) This Clause 6 is for the benefit of the Common Secured Parties only. As a result, no Common Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Common Secured Parties may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE 1
THE CHARGOR

Company Name	Company number	Jurisdiction of incorporation
Queensgate Gem FH Bidco Limited	11742974	England and Wales

SIGNATORIES

Chargor

EXECUTED as a DEED by)
QUEENSGATE GEM FH BIDCO)
LIMITED, acting by)
Heane Thissen, a director in)
the presence of:) Director

Witness' signature:

Witness' name:

Witness' address:

[Redacted Signature]

Menelaos Kerempetsov

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www.brownrudnick.com

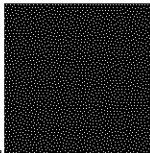
The Common Security Agent

EXECUTED as a DEED by
SOCIETE GENERALE, LONDON BRANCH,
a company incorporated in France, acting by

Vikram Gulati and Ana Antunes
who, in accordance with the laws of that territory, are acting under the authority of the company.

Signature in the name of the company
Societe Generale, London Branch

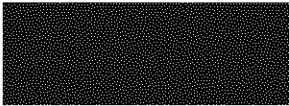
Signature of



.....

Authorised signatory

Signature of



.....

Authorised signatory