



Registration of a Charge

Company name: **BANKUWAIT NOMINEES LIMITED**

Company number: **00937059**



X9YGA4WJ

Received for Electronic Filing: **16/02/2021**

Details of Charge

Date of creation: **12/02/2021**

Charge code: **0093 7059 0019**

Persons entitled: **DEUTSCHE HYPOTHEKENBANK (ACTIEN-GESELLSCHAFT) AS
SECURITY TRUSTEES**

Brief description: **ALL AND WHOLE THOSE SUBJECTS KNOWN AS THE BOWRING
BUILDING, 151 WEST GEORGE STREET, GLASGOW, G2 2JJ
REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE
NUMBER GLA151658.**

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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:

MORTON FRASER LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 937059

Charge code: 0093 7059 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th February 2021 and created by BANKUWAIT NOMINEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th February 2021 .

Given at Companies House, Cardiff on 17th February 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**

STANDARD SECURITY

by

BANKUWAIT NOMINEES LIMITED
AND
GRAVITAS HOLDINGS PCC
LIMITED
ACTING ON BEHALF OF AND
SOLELY IN RELATION TO ITS CELL
GRAVITAS HOLDINGS III
(as Chargor)

in favour of

DEUTSCHE HYPOTHEKENBANK
(ACTIEN-GESELLSCHAFT)
(as Agent)

Subjects: Bowring Building, 151 West
George Street, Glasgow, G2 2JJ (Title
Number GLA151658)

28 January 2021
AR8/RC8/37202.00002

MORTON FRASER 
LAWYERS

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THIS STANDARD SECURITY is dated and, for the purposes of clause 26 (Counterparts), delivered on 28 January 2021

STANDARD SECURITY

by

BANKUWAIT NOMINEES LIMITED, a company incorporated in England and Wales (with registered number 937059) and having its registered office at 35 Portman Square, London W1H 6LR and **GRAVITAS HOLDINGS PCC LIMITED ("Gravitas PCC")** a protected cell company Incorporated in Guernsey with registration number 48877 having its registered office at PO Box 255, Trafalgar Court, Les Banques, St Peter Port, Guernsey GY1 3QL acting on behalf of and solely in relation to its cell, Gravitas Holdings III (the "**Cell**") (together the "**Chargors**" and each a "**Chargor**");

in favour of

DEUTSCHE HYPOTHEKENBANK (ACTIEN-GESELLSCHAFT) acting through its London branch at One Wood Street, London, EC2V 7WT as security trustee for the Finance Parties (as defined below) (the "**Agent**").

WHEREAS

- (A) The Original Banks have agreed to make certain loan facilities available to the Borrower (as defined below).
- (B) It is a condition precedent to the making available of loan facilities by the Original Banks to the Borrower that the Chargors grant to the Agent this Standard Security.

IT IS AGREED

1 Definitions and interpretation

1.1 Definitions

In this Standard Security, terms and expressions defined in the Facility Agreement shall have the same meaning where used in this Standard Security (unless otherwise specified) and each of the following expressions has, except so far as the context otherwise requires, the meaning shown opposite it:

"Act" means the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971 and any further amendment to it or re-enactment or replacement of it from time to time.

"Bank" means:

- (a) any Original Bank; and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with the terms of the Facility Agreement; and
- (c) which in each case has not ceased be a party to the Facility Agreement in accordance with such terms.

"Borrower" means Gravitas Holdings PCC Limited, a protected cell company incorporated in Guernsey with registration number 48877 having its registered office at PO Box 255 Trafalgar Court, Les Banques, St Peter Port, Guernsey GY1 3QL acting on behalf of and solely in relation to its cell, Gravitas Holdings III.

"Facility Agreement" means a loan agreement originally dated 19 October 2010, as amended and restated on 12 June 2015, amended on 2 November 2020 and further amended and restated on or about the date hereof made between the Borrower, the Original Banks named therein, and the Agent (as the same may be amended, amended and restated, varied or supplemented from time to time).

"Finance Documents" has the meaning ascribed to it in the Facility Agreement.

"Finance Party" has the meaning ascribed to it in the Facility Agreement.

"Lease" includes any lease, tenancy, letting, contractual licence, right to occupy, any document supplemental or collateral to any of them including any guarantee and any agreement to enter into any of them, in each case in relation to the Property or any part thereof and the expression tenant will be construed accordingly.

"Property" means ALL and WHOLE those subjects known as the Bowring Building, 151 West George Street, Glasgow, G2 2JJ registered in the Land Register of Scotland under Title Number GLA151658.

"Secured Liabilities" means all obligations of the Borrower or a Chargor owed or expressed to be owed to the Finance Parties (or any of them) under or in connection with the Finance Documents whether owed jointly or severally, as principal, guarantor or surety or in any other capacity.

"Security Documents" means this Standard Security and any other document which grants security rights or rights by way of guarantee and/or indemnity or other assurance against loss in respect of any liabilities of a Chargor or the Borrower under the Finance Documents.

"Standard Conditions" means the standard conditions specified in Schedule 3 to the Act and any lawful variation to them operative for the time being.

"Third Parties Act" means the Contract (Third Party Rights) (Scotland) Act 2017.

1.2 Interpretation

1.2.1 This Standard Security is a Finance Document.

1.2.2 In this Standard Security, unless a contrary indication appears:

1.2.2.1 a **"notice"** includes any demand, certificate, account or notification;

1.2.2.2 a **"person"** includes:

1.2.2.2.1 an individual, company, limited liability partnership, joint venture, society or unincorporated association, organisation or body of persons (including a trust and a partnership) and any government, governmental agency or supra-national organisation (in each case whether or not having legal personality);

1.2.2.2.2 that person's successors, assignees and transferees;

- 1.2.2.2.3 if that person is not a human being, those references will also include any person to whom any of its assets (or any interest in any of its assets) is transferred or passed as a result of a merger, division, reconstruction or other reorganisation; and
- 1.2.2.2.4 if that person is a partnership, those references shall include each of the persons who is or becomes a partner of the partnership at any time, irrespective of whether that partnership will at any time be dissolved or reconstituted or will be the subject of any change in its name or constitution;
- 1.2.2.3 any "**Chargor**", any "**Bank**", any "**Original Bank**", the "**Finance Parties**" and the "**Secured Parties**" or any other person shall be construed to include its successors, permitted assignees and permitted transferees to, or of, its rights and/or obligations under the Finance Documents; and, in the case of the Agent, any person for the time being appointed as the Agent in accordance with the Finance Documents;
- 1.2.2.4 any "**Finance Document**" (including this Standard Security) or any other document or instrument shall be construed as a reference to such Finance Document or such other document as varied, amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any Chargor or the Borrower or provides for further advances);
- 1.2.2.5 the "**Secured Liabilities**" includes obligations and liabilities which would be treated as such but for the liquidation or dissolution of, or a similar event affecting, the Borrower or any Chargor;
- 1.2.2.6 a "**certified copy**" of a document means a copy of that document certified as being true, complete, accurate and up to date by a director or the company secretary of a Chargor or a solicitor acting on behalf of such Chargor;
- 1.2.2.7 "**disposal**" includes a sale, transfer, assignation, grant or creation of any interest derived out of all or any part of any property (including the grant of a lease), licence, declaration of trust or other disposal, whether voluntary or involuntary, and "**dispose**" will be construed accordingly;
- 1.2.2.8 "**guarantee**" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case,

such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

- 1.2.2.9 **"obligations"** includes obligations and liabilities including any obligations (whether incurred as principal, guarantor or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.2.10 a provision of law is a reference to that statute or statutory provision or other provision of law as amended, extended, consolidated, replaced or re-enacted from time to time;
 - 1.2.2.11 the singular includes the plural and vice versa;
 - 1.2.2.12 any reference to any gender includes all other genders;
- 1.2.2.13 **"including"** and **"in particular"** are to be construed as being by way of illustration or emphasis only and are not to be construed so as to limit the generality of any words preceding them;
- 1.2.2.14 **"other"** and **"otherwise"** are not to be construed as being limited by any words preceding them;
- 1.2.2.15 the liabilities and obligations of the Chargors under this Standard Security are joint and several liabilities;
- 1.2.2.16 the table of contents and the clause headings in this Standard Security are for ease of reference only.

1.3 *Nature of obligations*

Subject as provided below, the Agent agrees that in recovering any amount payable by the Borrower to the Agent and the Banks under this Standard Security, the Agent and the Banks shall only be entitled to resort to those assets subject to Security granted by each Security Document. The Agent shall be entitled to exercise its rights under clause 23.13 (*Acceleration*) of the Facility Agreement but the Agent and the Banks shall:

- 1.3.1 not instigate proceedings or otherwise claim against any Chargor for the repayment of the Secured Liabilities or any part thereof unless (and to the extent that) any such proceedings or claim are necessary to enable the Agent to exercise its rights under the Security Documents;
- 1.3.2 seek recourse solely by the enforcement of the Security granted under each Security Document, including this Standard Security, (save for any provision of the Security which constitutes a covenant or undertaking to pay by either Chargor for the repayment of the Secured Liabilities); and
- 1.3.3 to the extent that the proceeds of such enforcement are insufficient to repay the Secured Liabilities have no recourse to any Chargor or any of its assets to recover the shortfall (the **"Enforcement Shortfall"**).

if:

- 1.3.3.1 the Security is enforced in accordance with this clause 1.3 and clause 1.5 of the Facility Agreement;

1.3.3.2 the Agent is satisfied that it has exhausted all of its enforcement options in respect of all of the Security; and

1.3.3.3 the Agent notifies the Borrower that following clauses 1.3.3.1 and 1.3.3.2 above there is an Enforcement Shortfall;

then without prejudice to the treatment of any such Enforcement Shortfall by each Finance Party for its own accounting purposes, the Borrower may regard such Enforcement Shortfall for its own accounting purposes as reduced to zero.

1.4 *Limited recourse in respect of Gravitass PCC*

1.4.1 Notwithstanding any other provision of this Standard Security each of the parties hereto agrees and acknowledges that Gravitass PCC is established as a protected cell company under the Companies (Guernsey) Law, 2008 as amended and is acting on behalf of and solely in respect of the Cell and that in respect of:

1.4.1.1 all obligations of Gravitass PCC to the other parties hereto; and

1.4.1.2 all rights whatsoever of the other parties arising under this Standard Security;

each of the parties hereto shall have recourse solely to the Cell in accordance with and as determined by the Companies (Guernsey) Law, 2008 (as amended). Accordingly, any right or entitlement against Gravitass PCC in respect of the same will be restricted to the cellular assets of the Cell for the time being and the other parties hereto shall have no recourse against the cellular assets of any other cell of Gravitass PCC or any core assets of Gravitass PCC.

1.4.2 In this clause "**cellular assets**" means the assets of Gravitass PCC attributable to a cell of Gravitass PCC comprising assets represented by the proceeds of cell share capital and reserves attributable to that cell and all other assets attributable to that Cell and "**core assets**" means the assets attributable to the core of Gravitass PCC and comprising assets represented by the proceeds of core share capital and reserves attributable to the core and all other assets attributable to the core".

1.5 The provisions of clause 1.3 shall not prejudice or affect the right of the Agent to:

1.5.1 obtain an injunction, interdict or restraining order to restrain any breach of the Finance Documents or any of them or to obtain declaratory relief; or

1.5.2 enforce the Security granted under this Standard Security (save for any provision of the Security which constitutes a covenant or undertaking to pay by either Chargor for the repayment of the Secured Liabilities); or

1.5.3 apply monies arising from the sale or disposal of the Property subject to this Standard Security in repayment of the Secured Liabilities; or

1.5.4 serve notice of demand on either Chargor for the purpose only of enabling the Agent to declare amounts owing under the Finance Documents to be immediately due and payable pursuant to the terms of this Standard Security; or

1.5.5 bring legal proceedings against either Chargor in respect of an act or omission by such Chargor which:

1.5.5.1 is in breach of the express obligations of such Chargor under the Finance Documents other than its obligations to pay money; or

1.5.5.2 is so serious a breach that it constitutes bad faith; and

causes the Agent and the Banks to recover or realise less from the enforcement of the Security under this Standard Security than it would have recovered or realised had the breach not occurred.

1.6 *Guernsey terms*

Gravitas PCC shall waive any and all of its rights under the existing or future laws of Guernsey whether by virtue of the droit de division or otherwise, to require that any liability under or in connection with this Standard Security be divided or apportioned with any other person or reduced in any manner whatsoever; and whether by virtue of droit de discussion or otherwise, to require that recourse be had to the assets of any other person before any claim is enforced against it.

2 **Undertaking to pay**

Each Chargor undertakes to the Agent to pay, discharge and perform the Secured Liabilities when the same become due for payment, discharge or performance.

3 **Standard security**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargors hereby grant in favour of the Agent a standard security over the Property.

4 **Variation of Standard Conditions**

4.1 The Standard Conditions shall apply to this Standard Security and shall be varied and extended firstly in accordance with the terms of this Standard Security and secondly in accordance with the terms of the Facility Agreement.

4.2 In the event of any conflict between the terms of the Standard Conditions, this Standard Security and the terms of the Facility Agreement the terms of the Facility Agreement shall (so far as permitted by law) prevail.

4.3 Standard Condition 7 shall be varied to the effect that:

4.3.1 the Agent shall not be required to give any notice of its exercise of the right of entry referred to in Standard Condition 7(2); and

4.3.2 the interest rate for the purposes of Standard Condition 7(3) shall be the rate payable in Clause 8.3 (*Default Rate*) of the Facility Agreement.

4.4 The whole terms, undertakings, obligations, powers, rights, provisions and others contained in the Finance Documents shall be incorporated in and shall form part of this Standard Security and shall be held to be repeated herein *mutatis mutandis* and references to the "Borrower" therein shall include references to the Chargors.

5 **Representations and warranties**

5.1 Each Chargor represents and warrants to the Agent as set out in this clause 5.

- 5.2 Bankuwait Nominees Limited is a limited liability company, duly incorporated and validly existing under the law of its jurisdiction of incorporation and Gravitass PCC is a protected cell company incorporated under the laws of Guernsey transacting on behalf of and solely in respect of the Cell. The Cell is a cell of Gravitass PCC duly created and recognised under the laws of Guernsey.
- 5.3 It has the power to own its assets and carry on its business in Scotland as it is being conducted.
- 5.4 The obligations expressed to be assumed by it in this Standard Security are its legal, valid, binding and enforceable obligations.
- 5.5 The entry into and performance by it of, and the transactions contemplated by, this Standard Security do not and will not conflict with:
 - 5.5.1 any law or regulation applicable to it;
 - 5.5.2 its constitutional documents; or
 - 5.5.3 any agreement or instrument binding upon it or any of its assets.
- 5.6 It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Standard Security and the transactions contemplated by this Standard Security.
- 5.7 All authorisations, consents, approvals, resolutions, licences, exemptions, filings, registrations and notarisations required or desirable:
 - 5.7.1 to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Standard Security; and
 - 5.7.2 to make this Standard Security admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect.
- 5.8 It is not required under the law of its jurisdiction of incorporation to make any deduction for or on account of tax from any payment it may make under this Standard Security.
- 5.9 Under the law of Scotland it is not necessary that this Standard Security be filed, recorded or enrolled with any court or other authority in Scotland other than registration at the Land Register of Scotland and under the Companies Act 2006 or that any stamp, registration or similar tax be paid on or in relation to this Standard Security or the transactions contemplated by this Standard Security other than payment of a registration fee to the Land Register of Scotland and a registration fee to the Registrar of Companies.
- 5.10 There is no Security over any of the Property other than Permitted Security.
- 5.11 This Standard Security creates a valid first priority Security over the Property except as regards the existing standard security by the Chargors in favour of the Agent over the Property registered in the Land Register of Scotland under Title Number GLA151658 on 5 November 2010.
- 5.12 The Chargors are the joint heritable owners of the Property charged by the Chargors under this Standard Security and to the extent that any third party consent to the grant of this Standard Security is required such consent has been obtained and remains in full force and effect.

- 5.13 Save as to matters disclosed in the Certificate of Title in relation to the Property:
- 5.13.1 the Property is free from any Lease;
 - 5.13.2 no Chargor has received or acknowledged notice of any material adverse claim by any person in respect of the Property or any interest in it;
 - 5.13.3 the Property is in good and substantial repair save as disclosed in any building survey disclosed to the Agent prior to the date of this Standard Security;
 - 5.13.4 there is no material breach of any law in respect of the Property;
 - 5.13.5 there are no covenants, agreements, reservations, burdens, conditions, interests, rights or other matters whatever which materially adversely affect the Property;
 - 5.13.6 no facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use;
 - 5.13.7 nothing has arisen or has been created or is subsisting which would be an overriding interest over the Property;
 - 5.13.8 save as disclosed in any building survey commissioned by the Agent, no Chargor is aware of any high alumina cement, asbestos or asbestos-based products or other deleterious materials generally known at the time of use to be deleterious to health and safety or to the durability of the Property in the particular circumstances in which it is used or shall be used in the construction of or any alterations or additions to the Property;
 - 5.13.9 to the best of each Chargor's knowledge and belief having made due and proper enquiries no contaminative use has been or is being carried on at or within the vicinity of the Property;
 - 5.13.10 no dangerous substance is being or shall be used, generated, stored, transported, treated, dumped, released, deposited, buried, emitted or disposed of at, on, from or under the Property in circumstances where this might result in any environmental claim on a Chargor or any occupier of any of the Property or which might materially and adversely affect the open market realisable value or marketability of the Property;
 - 5.13.11 each Chargor has at all times complied in all material respects with all applicable Environmental Law except where a failure to comply would either be consistent with good estate management or would not adversely affect the interests of the Finance Parties;
 - 5.13.12 so far as each Chargor is aware, any licences required under any Environmental Law have been obtained by it and are valid and subsisting; and
 - 5.13.13 no Chargor has had notice of any claim under any Environmental Law or of any circumstances which might result in such a claim applicable to the Property or any occupier of the Property or otherwise which might materially and adversely affect the open market realisable value or marketability of the Property.

5.14 *Repetition*

The representations and warranties in this clause are deemed to be made by the Chargors by reference to the facts and circumstances then existing on each day on which any Repeating Representations are deemed to be made under the Facility Agreement.

6 **Negative Undertakings**

6.1 *Negative pledge*

The Chargors shall not create, grant, incur or permit to subsist any Security over the whole or any part of the Property other than a Permitted Security.

6.2 *Disposals*

The Chargors shall not sell, assign, transfer or otherwise dispose of, or purport or agree to dispose of, the whole or any part of the Property.

7 **Property Undertakings**

7.1 *Management*

7.1.1 The Chargors shall procure that the Property is properly managed in accordance with the usual principles of good estate management and that (to that extent):

7.1.1.1 the Chargors pay all rents, rates, outgoing and other sums payable and observe and comply with any covenants, undertakings, stipulations, burdens and conditions binding on the Chargors;

7.1.1.2 the Chargors enforce all tenant's obligations under any Lease of the Property save to the extent that to do so would be contrary to the usual principles of good estate management and/or would adversely affect the Property or the interests of the Finance Parties;

7.1.1.3 the Chargors comply with or procure compliance by each occupational tenant with all obligations under any law (other than where failure to so comply would be consistent with good estate management and would not adversely affect the interests of the Finance Parties) and produces to the Agent within seven days of receipt every notice, order or proposal given or made by any competent authority and makes any objections and representations against it as the Agent may require or approve;

7.1.1.4 the Chargors do not commit or permit the commission of any waste which injures or lessens the value of the Property;

7.1.1.5 save in respect of any fixture owned by a tenant, the Chargors do not detach or allow any fixture to be detached from the Property other than for the purpose of replacing it by another of at least equal value.

7.2 *Title*

- 7.2.1 Each Chargor must exercise its rights and comply in all respects with any title condition, stipulation or obligation (restrictive or otherwise) at any time affecting the Property.
- 7.2.2 No Chargor may agree to any amendment, supplement, waiver, surrender or release of any title condition, stipulation or obligation (restrictive or otherwise) at any time affecting the Property.
- 7.2.3 The Chargors must promptly take all such steps as may be necessary or desirable to enable the Security created by this Standard Security to be registered, where appropriate, at the Land Register of Scotland.

7.3 *Leases*

- 7.3.1 No new Lease of the Property may be granted and no Lease may be surrendered, amended (and an amendment shall include determination of a rent review), varied or renewed, in each case without the prior written consent of the Agent (acting reasonably) unless clause 7.3.2 below applies.
- 7.3.2 The restrictions in clause 7.3.1 above shall apply to any Lease granted at a premium but otherwise shall not apply to any Lease or proposed Lease which is granted or, as the case may be, proposed to be granted on arm's length market terms at an initial market rent of less than £300,000 per annum.
- 7.3.3 The Agent must be promptly notified of the grant of any lease or amendment, surrender, variation or renewal of any lease to which clause 7.3.2 above applies and any such grant, amendment, surrender, variation or renewal must, in any event, be on arm's length market terms.

7.4 *Maintenance*

The Chargors must ensure that all buildings, plant, machinery, fixtures and fittings on the Property are maintained in good and substantial repair and condition and, as appropriate, in good working order.

7.5 *Development*

- 7.5.1 The Chargors may not:
 - 7.5.1.1 make or allow to be made any application for planning permission in respect of all or any part of the Property; or
 - 7.5.1.2 carry out, or allow to be carried out, any demolition, construction, structural alterations or additions, development or other similar operations in respect of all or any part of the Property.
- 7.5.2 Clause 7.5.1 above shall not apply to:
 - 7.5.2.1 the maintenance of the buildings, plant, machinery, fixtures and fittings in accordance with the Finance Documents; or

7.5.2.2 the carrying out of non-structural improvements or alterations which affect only the interior of any building on the Property.

7.5.3 The Chargors must comply in all respects with all planning laws, permissions, agreements and conditions to which the Property may be subject.

7.6 *Notices and valuations*

The Chargors shall procure that there is forwarded to the Agent within five Business Days of receipt by the Chargors a copy of any notice received other than in the normal course from any local or central government body in connection with a Property and of any valuation of a Property prepared for the Borrower or the Chargors.

7.7 *Investigation of title*

The Chargors must grant the Agent or its lawyers on request all facilities within the power of the Chargors to enable the Agent or its lawyers to:

7.7.1 carry out investigations of title to the Property; and

7.7.2 make such enquiries in relation to any part of the Property as a prudent heritable creditor might carry out.

7.8 *Power to remedy*

7.8.1 The Chargors must allow the Agent or its agents or contractors to enter the Property to view the state and condition of or to value it at reasonable times and upon reasonable notice (or at any time without notice after the occurrence of an Event of Default or in case of emergency).

7.8.2 If the Chargors fail to perform any obligations under the Finance Documents affecting the Property, the Chargors must allow the Agent or its agents and contractors:

7.8.2.1 to enter any part of the Property;

7.8.2.2 to comply with or object to any notice served on the Chargor in respect of the Property; and

7.8.2.3 to take any action that the Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice.

7.8.3 The Chargors must immediately on request by the Agent pay the costs and expenses of the Agent or its agents and contractors incurred in connection with any action taken by it under this clause.

7.8.4 The Agent shall not be obliged to account as heritable creditor in possession as a result of any action taken under this clause.

7.9 *Insurances*

The Chargors must ensure that at all times Insurances are maintained in full force and effect in accordance with the terms of the Facility Agreement.

7.10 *Environmental matters*

7.10.1 The Chargors must:

- 7.10.1.1 comply and ensure that any relevant third party complies with all Environmental Law and discharge all duties of care and responsibilities placed upon it or any relevant third party by Environmental Law;
- 7.10.1.2 obtain, maintain and ensure compliance with all requisite environmental permits applicable to it or to the Property; and
- 7.10.1.3 implement procedures to monitor compliance with and to prevent liability under any Environmental Law applicable to it or the Property.

7.10.2 The Chargors must indemnify the Agent against any loss or liability which:

- 7.10.2.1 the Agent incurs as a result of any actual or alleged breach of any Environmental Law by any person; and
- 7.10.2.2 would not have arisen if a Finance Document had not been entered into,

unless it is caused by the Agent's gross negligence or wilful misconduct.

7.11 *Proprietorship*

The Chargors shall not permit any person to become entitled to any proprietary right or interest which might affect the value of the Property.

7.12 *Documents of title*

The Chargors shall deposit with the Agent all deeds and documents of title relating to the Property or provide an undertaking in form and substance satisfactory to the Agent to hold the same to the order of the Agent.

8 **Enforcement of security**

8.1 *Security enforceable*

The Security constituted by or pursuant to this Standard Security shall become enforceable immediately upon, or at any time after the occurrence of an Event of Default which is continuing at which point the Chargors shall be deemed to be in default within the meaning of Standard Condition 9(1)(b).

8.2 *Secured Parties' discretion*

Without prejudice to any other rights and remedies available to the Agent or any Secured Party by virtue of the Standard Conditions or any other Security or undertaking or in any other manner the Agent will be entitled to exercise any of the remedies available to a creditor on default of a debtor by virtue of the provisions of the Act to such extent as the Agent considers appropriate (in its sole discretion).

8.3 *Exclusion of liability*

The Agent shall not be liable:

8.3.1 to account to the Chargors except in respect of the actual receipts of the Agent; and

8.3.2 to the Chargors for any loss or damage arising from the exercise by the Agent of all or any of the powers conferred by or pursuant to this Standard Security.

8.4 *Liability as heritable creditor in possession*

If the Agent takes possession of the whole or any part of the Property, it will not be liable to account to the Chargors for anything except actual receipts or be liable to the Chargors for any loss arising from any realisation of the Property or for any default or omission for which a heritable creditor in possession would be liable.

9 **Reimbursement and indemnity**

9.1 The Chargors shall pay to the Agent on demand:

9.1.1 any money paid by the Agent:

9.1.1.1 as a result of the Agent taking action which the Agent considers necessary or desirable in connection with the Property or to procure compliance with any obligation of the Chargors in this Standard Security; or

9.1.1.2 in respect of any action or thing expressed in this Standard Security to be done at the cost of the Chargors;

9.1.2 all costs, fees, taxes and expenses incurred by the Agent under or in connection with this Standard Security or its enforcement and/or the preservation of the Agent's rights under this Standard Security.

9.2 The Chargors shall indemnify the Agent against all liabilities, claims and expenses whether arising out of contract or in delict or in any other way (including any liability under any Environmental Law) which it may at any time incur in connection with this Standard Security or for anything done or omitted to be done in the exercise or purported exercise of its powers pursuant to this Standard Security unless such liabilities, claims and expenses are caused by its fraud, gross negligence or wilful misconduct.

9.3 All monies payable by the Chargors under this clause will form part of the Secured Liabilities and if unpaid will bear interest (both before and after judgment) at a rate equal to the default rate specified in the Loan Agreement and will form part of the Secured Liabilities.

10 **Application of proceeds**

10.1 *Order of application*

Subject to clause 10.2 (*Prospective liabilities*), all amounts from time to time received or recovered by the Agent in connection with the realisation or enforcement of all or any part of the Security constituted by this Standard Security (for the purposes of this clause, the "**Recoveries**") shall be held by the Agent on trust to apply them at any time as the Agent (in its discretion) sees fit, and to the extent permitted by applicable law (and subject to the provisions of this clause), in the following order:

10.1.1 in or towards payment or satisfaction of all costs and expenses incurred by any Secured Party in connection with the realisation or enforcement

of this Standard Security and of all outgoings payable by any Secured Party in connection with this Standard Security;

10.1.2 for application in accordance with clause 29.3 (Partial Payments) of the Facility Agreement; and

10.1.3 the balance (if any) will be applied as required by law.

10.2 *Prospective liabilities*

The Agent may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Agent (or at its option the name of any other Finance Party any of whose Secured Liabilities are at that time still contingent) with such financial institution (including itself) and for so long as the Agent shall think fit (the interest being credited to the relevant account) for later application under clause 10.1 (Order of application) in respect of:

10.2.1 any sum owing to the Agent; and

10.2.2 any part of the Secured Liabilities,

that the Agent reasonably considers, in each case, might become due or owing at any time in the future.

10.3 *Investment of proceeds*

Prior to the application of the proceeds of the Recoveries in accordance with clause 10.1 (Order of application) the Agent may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Agent with such financial institution (including itself) and for so long as the Agent shall think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Agent's discretion in accordance with clause 10.1 (Order of application)

10.4 *Currency conversion and indemnity*

10.4.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities the Agent may convert any moneys received or recovered by the Agent from one currency to the currency in which the Secured Liabilities are denominated, at a market rate of exchange.

10.4.2 The obligations of the Chargors to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

11 **Permitted deductions**

The Agent shall be entitled, in its discretion:

11.1 to set aside by way of reserve amounts required to meet, and to make and pay, any deductions and withholdings (on account of Taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Standard Security; and

11.2 to pay all Taxes which may be assessed against it in respect of any of the Property, or as a consequence of performing its duties, or by virtue of its capacity as Agent under any of the Finance Documents or otherwise (other than in connection with its remuneration for performing its duties under the Facility Agreement).

12 **Protection of persons dealing with Agent**

No person dealing with the Agent will be concerned to enquire:

- 12.1 whether any event has happened upon which any of the powers conferred by this Standard Security may have arisen or be exercisable;
- 12.2 otherwise as to the propriety or regularity of any exercise of the powers conferred by this Standard Security or of any act purporting or intended to be in exercise of such powers; or
- 12.3 whether any Secured Liabilities remain owing.

13 **Notice of subsequent security**

If any Finance Party receives notice of any Security or other interest affecting the Property:

- 13.1 it may open a new account for the Chargors in its books and may transfer any outstanding balance owing by the Chargors to such new account;
- 13.2 if it does not open a new account then, unless it gives express written notice to the contrary to the Chargors, all payments made by the Chargors to it will as from the time of receipt of such notice be treated as having been credited to a new account of the Chargors and not as having been applied in reduction of the Secured Liabilities.

14 **Further assurance**

When required by the Agent each Chargor shall, at its own cost:

- 14.1 execute such further instruments, charges, assignments or other documents as the Agent from time to time reasonably requires to secure the Secured Liabilities;
- 14.2 execute any documents or do any other act or thing which the Agent may require for perfecting or protecting any Security created by this Standard Security or in connection with the exercise of any powers given to the Agent under this Standard Security; and
- 14.3 convey, transfer, assign or otherwise deal with the Property in such manner as the Agent may require in connection with any enforcement of any Security created by this Standard Security.

15 **Power of attorney**

Each Chargor irrevocably appoints each of the Agent and any person selected by the Agent its attorney in each case (with full power to appoint substitutes and to delegate) severally in its name and on its behalf to execute any document or do any act or thing which:

- 15.1 such Chargor is entitled to execute or do in relation to the Property including giving a receipt for any money and exercising any rights or remedies in respect of the Property but such Chargor has failed to do within 5 Business Days of a request to do so by the Agent; or
- 15.2 such Chargor is obliged to execute or do under this Standard Security but such Chargor has failed to do so.

16 Protective clauses

16.1 *Waiver of defences*

The obligations of the Chargors under this Standard Security and the Security constituted by this Standard Security will not be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of such obligations or security including (whether or not known to it or any Finance Party):

- 16.1.1 any time, waiver or consent granted to, or composition with, the Borrower or other person;
- 16.1.2 the release of the Borrower or any other person under the terms of any composition or arrangement with any creditor of the Borrower;
- 16.1.3 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 property of, the Borrower 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;
- 16.1.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Borrower or any other person;
- 16.1.5 any amalgamation, merger or reconstruction of any Finance Party with any other person or any sale or transfer of the whole or any part of the assets of any Finance Party to any other person;
- 16.1.6 the existence of any claim, set-off or other rights which the Borrower may have at any time against any Finance Party, whether in connection with the Finance Documents or otherwise;
- 16.1.7 any novation, amendment (however fundamental) or replacement of a Finance Document or any other document or security;
- 16.1.8 any obligation of any person under any Finance Document or any other document or security being void, voidable, invalid, unenforceable or otherwise irrecoverable; or
- 16.1.9 any insolvency or similar proceedings.

16.2 *Immediate recourse*

Each Chargor waives any right it may have of first requiring the Agent to proceed against or enforce any other rights or security or claim payment from any person before enforcing the Security constituted by this Standard Security. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

16.3 *Appropriations*

Until the Secured Liabilities have been irrevocably paid in full, the Agent may:

- 16.3.1 refrain from applying or enforcing any other moneys, security or rights held or received by the Agent in respect of the Secured Liabilities, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to the benefit of the same; and

- 16.3.2 hold in an interest-bearing suspense account any money received under this Standard Security.

16.4 *Deferral of Chargors' rights*

Until the Secured Liabilities have been irrevocably paid in full and unless the Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of the enforcement of this Standard Security:

- 16.4.1 to be indemnified by the Borrower;
- 16.4.2 to claim any contribution from any other person in respect of any obligations of that person under the Finance Documents; and/or
- 16.4.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party.

16.5 *Turnover*

Each Chargor shall hold on trust for the Agent any money or other benefit which it may receive in breach of this clause and will pay or transfer the same to the Agent for application by the Agent in or towards discharge of the Secured Liabilities

17 **Discharge of Security**

17.1 *Discharge conditional*

Any discharge of a Chargor by the Agent in reliance on a payment or security received by the Agent will cease to be effective if that payment or security is avoided, reduced or invalidated for any reason and the Agent will be entitled to recover from the Chargors on demand the amount of the Secured Liabilities discharged by such payment or security.

17.2 *Retention of security*

Following any discharge of a Chargor made by the Agent in reliance on a payment or security the Agent may retain the security constituted by this Standard Security until the expiry of the maximum period within which such payment or security can be avoided, reduced or invalidated for any reason. If the person making such payment or giving such security goes into liquidation or administration or equivalent proceedings in any foreign jurisdiction within that period the Agent may retain the security constituted by this Standard Security for as long as it thinks fit.

18 **Redemption**

After the repayment or discharge in full of the Secured Liabilities and provided that the Agent is satisfied that no Finance Party is under any further obligation to provide financial accommodation to the Borrower the Agent will at the request and cost of the Chargors discharge this Standard Security.

19 **Communications**

19.1 *Method of giving notices*

Any demand, notice, consent or communication made or given to a party under or in connection with this Standard Security must be in writing and may be left at or sent by first class post to any address for service of that party or sent by fax to any fax

number for service of that party referred to in this clause. Any such demand will be validly made whether or not it contains a statement as to the amount of the liabilities of the Borrower or the Chargors under any Finance Document or an inaccurate or incomplete statement of such liabilities.

19.2 *Addresses for service*

The addresses and fax numbers of the parties are:

19.2.1 in the case of the Chargors:

Nuveen Real Estate Limited

(Attention: Marcus Langlands Pearse)

Address: 201 Bishopsgate

London

EC2M 3BN

Fax number: 020 3727 8001

19.2.2 in the case of the Agent:

Address: (Attention: Chris Peel)

One Wood Street

London

EC2V 7WT

Fax number: +44 20 7429 4701

or any substitute address or fax number or officer or department as the addressee shall have notified to the party giving the notice for this purpose. In the case of each Chargor the address of its registered office or of any place where it carries on business shall also be addresses of such Chargor for the purpose of this clause.

19.3 *Effectiveness*

A notice, demand or other communication made by the Agent under this Standard Security will be effective:

19.3.1 if left at an address referred to in this clause, when so left;

19.3.2 if posted by first class post to an address referred to in this clause, on the next working day in the place of receipt following the day when it was posted; or

19.3.3 if transmitted by fax to a fax number referred to in this clause, when the sending fax machine produces a print out which confirms that transmission has taken place.

19.4 *Agent*

A communication to the Agent will be effective only when actually received by the Agent and then only if it is expressly marked for the attention of any department or

officer specified in this clause (or any substitute department or officer as the Agent shall have specified for this purpose).

20 **Assignment and Transfer**

20.1 *Agent*

The Agent may at any time, without the consent of the Chargors, assign or transfer the whole of the Agent's rights under this Standard Security to any successor to the Agent as agent and trustee under the Facility Agreement.

20.2 *Chargors*

No Chargor may assign any of its rights or transfer any of its obligations under this Standard Security or enter into any transaction which would result in any of these rights or obligations passing to another person.

20.3 *Disclosure*

The Agent may disclose any information about the Chargors to any person connected to or associated with it, and to any person to whom it proposes to assign or transfer (or has assigned or transferred) any of its rights under this Standard Security.

21 **Payments**

21.1 *Payments to Agent*

All payments to be made by the Chargors in respect of this Standard Security shall be made to the Agent in immediately available funds to the credit of such account as the Agent may designate (in its capacity as Agent under the Facility Agreement).

21.2 *Deductions*

All payments by the Chargors under this Standard Security will be made without set-off or counterclaim.

21.3 *Tax gross-up*

The provisions of clause 12.2 (Tax gross-up) of the Facility Agreement shall apply to all payments to be made by the Chargors under this Standard Security.

22 **Set-off**

The Agent may set off any obligation whether or not matured due from a Chargor under this Standard Security against any obligation whether or not matured owed by the Agent to such Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

23 **Miscellaneous**

23.1 *Trust*

The Agent holds the benefit of this Standard Security as trustee for the Finance Parties on the terms set out in the Facility Agreement.

23.2 *Illegality*

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

23.3 *Rights and remedies of the Agent*

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

23.4 *Third Party Rights*

23.4.1 A person who is not a party to this Standard Security has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Standard Security.

23.4.2 Notwithstanding any term of this Standard Security the consent of any person other than the Chargors and the Agent is not required to rescind or vary this Standard Security at any time.

23.4.3 A Secured Party may, subject to this clause 23.4 and the Third Parties Act, rely on any provision of this Standard Security which expressly confers rights on it.

23.5 *Continuing Security*

This Standard Security is a continuing security and extends to the balance from time to time of the Secured Liabilities irrespective of any intermediate payment of monies due to the Agent.

23.6 *Other Security*

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

24 **Law**

This Standard Security, and any non-contractual obligations arising out of or in connection with this Standard Security, shall be governed by Scots law.

25 **Jurisdiction and service of process**

25.1 *Jurisdiction of Scottish courts*

25.1.1 The Scottish Courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security (including a dispute regarding the existence, validity or termination of this Standard

Security and a dispute regarding a non-contractual obligation referred to in clause 24 (*Law*) (a "**Dispute**").

25.1.2 The Agent and the Chargors agree that the Scottish Courts are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

25.1.3 This clause 25 is for the benefit of the Agent only. As a result, the Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent permitted by law, the Agent may take concurrent proceedings in any number of jurisdictions.

25.2 *Service of process*

Without prejudice to any other mode of service allowed under any relevant law, each Chargor:

25.2.1 irrevocably appoints Nuveen Real Estate Limited (Company No. 08565143) of 201 Bishopsgate, London EC2M 3BN (attention: Marcus Langlands Pearse) as its agent for service of process in relation to any proceedings before the Scottish courts in connection with this Standard Security; and

25.2.2 agrees that failure by a process agent to notify such Chargor of the process will not invalidate the proceedings concerned; and

25.2.3 if any person appointed as an agent for service of process is unable or unwilling for any reason to act as agent for service of process, the Chargors must promptly (and in any event within seven days of such event taking place) appoint another agent on terms acceptable to the Agent (acting reasonably). Failing this, the Agent may appoint another agent for this purpose.

26 **Counterparts**

26.1 This Standard Security may be executed in any number of counterparts and by each of the parties on separate counterparts, all as permitted by The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015.

26.2 If executed in counterparts:

26.2.1 this Standard Security will not take effect until each of the counterparts has been delivered; and

26.2.2 the date of delivery of this Standard Security shall be inserted where indicated on the first page of this Standard Security.

26.3 Where not executed in counterparts, this Standard Security shall be delivered and become effective on the date agreed between the parties as evidenced by the date inserted on the front page of this Standard Security or, if no such date is inserted, the date on which the Chargors signed this Standard Security.

27 **Certificates**

A certificate signed by any official, manager or equivalent account officer of the Agent shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time.

28 Registration

The Chargors consent to the registration of this Standard Security and of any Certificate referred to in clause 27 (*Certificates*) for preservation and execution.

29 Warrandice

The Chargors grants warrandice but excepting therefrom the standard security by the Chargors in favour of the Agent over the Property registered in the Land Register of Scotland under Title Number GLA151658 on 5 November 2010 and the following leases:

- 29.1 Lease of Unit 1 between Liverpool Victoria (West George Street) Limited and Gordon Yuill Limited dated 3 and 13 July 2002 and registered in the Books of Council and Session on 17 September 2002 (as amended and/or varied from time to time);
- 29.2 Lease of Unit 2 between Cala-Morrison Commercial Limited and J D Wetherspoon PLC dated 6 and 20 March 2002 and registered in the Books of Council and Session on 21 June 2002 (as amended and/or varied from time to time);
- 29.3 Lease of Office Floors 1 and 2 between Liverpool Victoria (West George Street) Limited and The First Secretary of State dated 29 January and 31 March 2003 and registered in the Books of Council and Session on 28 May 2003 (as amended and/or varied from time to time);
- 29.4 Lease of Office Floor 3 between Bankuwait Nominees Limited and Gravitas Holdings PCC Limited acting on behalf of and solely in relation to its cell Gravitas Holdings III and CGI IT UK Ltd dated 27 November and 4 December 2019 and 4 February 2020 and to be registered in the Books of Council and Session (as amended and/or varied from time to time);
- 29.5 Lease of Office Floor 4 between Bankuwait Nominees Limited and Gravitas Holdings PCC Limited acting on behalf of and solely in relation to its cell Gravitas Holdings III and CGI IT UK Ltd dated 27 November and 4 December 2019 and 4 February 2020 and to be registered in the Books of Council and Session (as amended and/or varied from time to time);
- 29.6 Lease of Office Floor 5 between Bankuwait Nominees Limited and Gravitas Holdings PCC Limited acting on behalf of and solely in relation to its cell Gravitas Holdings III and CGI IT UK Ltd dated 27 November and 4 December 2019 and 4 February 2020 and to be registered in the Books of Council and Session (as amended and/or varied from time to time);
- 29.7 Lease of Office Floor 6 in terms of missives between Brodies LLP on behalf of Bankuwait Nominees Limited and Gravitas Holdings PCC Limited acting on behalf of and solely in relation to its cell Gravitas Holdings III and Brodies LLP on behalf of CGI IT UK Ltd dated 8 November 2019 as amended by and exchange of letters between Brodies LLP on behalf of Bankuwait Nominees Limited and Gravitas Holdings PCC Limited acting on behalf of and solely in relation to its cell Gravitas Holdings III and Brodies LLP on behalf of CGI IT UK Ltd dated 8 January 2021 (as amended and/or varied from time to time); and

- 29.8 Lease of Substation between Cala-Morrison Commercial Limited and SP Distribution Limited registered in the Land Register of Scotland under Title Number GLA158874 on 19 December 2001.

IN WITNESS WHEREOF this Standard Security consisting of this and the preceding 22 pages is executed as follows and, if executed in counterpart in terms of the Legal Writings (Counterpart and Delivery) (Scotland) Act 2015, is delivered for the purposes of that Act on the date set out at the top of page 1 of this Standard Security:

SUBSCRIBED for and on behalf of the said

BANKUWAIT NOMINEES LIMITED

acting by its attorney,

Tim Clemmey

appointed pursuant to a power of

attorney dated 6 April 2017

TIMOTHY BARNIBY BOWDRO

HOUGHTON-
CLEMMEY

Attorney (Signature)

at 35 PORTMAN SQUARE LONDON W1H 6LR

on the 24TH day of JANUARY 2021

in the presence of this witness:

Witness Signature:

Witness Name:

Address:

MARK SIMONS
15 YOUNG STREET
LONDON W8 5EN

SUBSCRIBED for and on behalf of the said

GRAVITAS HOLDINGS PCC LIMITED

a Company incorporated in Guernsey,

acting on behalf of and solely in relation to its cell

GRAVITAS HOLDINGS III

acting by ABDALNASER MUBARAK AL FELAIT

who, in accordance with the laws of that territory is acting under

the authority of the said company

Signature in the name of the company:

GRAVITAS HOLDINGS PCC LIMITED

.....
Authorised Signatory (Signature)

(Director)

at AL TAININAT TOWER, SAFAT KUWAIT CITY,
KUWAIT

on the 22 day of 01 2021

in the presence of this witness:

Witness Signature:

Witness Name:

Address:

DARRI O. AL-SALEH
AL TAININAT TOWER
SAFAT KUWAIT CITY
KUWAIT

SUBSCRIBED for and on behalf of the said
DEUTSCHE HYPOTHEKENBANK
(ACTIEN-GESELLSCHAFT)
 by


 Authorised Signatory (Signature)

JAMES HALL
 Authorised Signatory (Print Full Name)

at LONDON


on the 26 day of JANUARY 2021

in the presence of this witness:

Witness Signature:

Witness Name:

Address:


M. McQuade
1 Wood St
London

and


 Authorised Signatory (Signature)

ANJA SCHAD
 Authorised Signatory (Print Full Name)

at LONDON


on the 26 day of JANUARY 2021

in the presence of this witness:

Witness Signature:

Witness Name:

Address:


M. McQuade
1 Wood St
London