

MR01

Particulars of a charge

391541 / 23  
laserform



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is payable with this form  
Please see 'How to pay' on form MR08



**What this form is for**

You may use this form to register  
a charge created or evidenced by  
an instrument.



**What this form is NOT for**

You may not use this form to  
register a charge where the  
instrument. Use form MR08

FRIDAY



A09  
\*A6E34DB6\*  
01/09/2017  
COMPANIES HOUSE  
#173

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



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

1

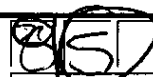
**Company details**

Company number

0 3 6 7 2 9 0 9

Company name in full

Quercus (General Partner) Limited



For official use

**Filling in this form**

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

2

**Charge creation date**

Charge creation date

2 1 / 0 8 2 0 1 7

3

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

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

Name

Mount Street Mortgage Servicing Limited as Security Agent for  
the Secured Parties (as defined in the instrument)

Name

Name

Name

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



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

**MR01**

## Particulars of a charge

<b>4</b>	<b>Brief description</b> Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.  Brief description None.	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".  Please limit the description to the available space.
<b>5</b>	<b>Other charge or fixed security</b> Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to <b>Section 7</b> Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b> Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b>	<b>Trustee statement</b> ● You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input checked="" type="checkbox"/>	● This statement may be filed after the registration of the charge (use form MR06).
<b>9</b>	<b>Signature</b> Please sign the form here.  Signature X Mayer Brown International LLP X  This form must be signed by a person with an interest in the charge.	

# MR01

## Particulars of a charge.



### Presenter information

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

Contact name Samuel Bold

Company name Mayer Brown International LLP

Address 201 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 A F

Country

DX DX 556 London and City

Telephone 020 3130 3000



### Certificate

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



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

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



### Important information

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



### How to pay

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

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



### Where to send

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

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

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

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



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3672909

Charge code: 0367 2909 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st August 2017 and created by QUERCUS (GENERAL PARTNER) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st September 2017.

Df

Given at Companies House, Cardiff on 6th September 2017



**Companies House**



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

Dated 21 August 2017

- (1) **THE PERSONS LISTED IN SCHEDULE 1** as  
Initial Chargors
- (2) **MOUNT STREET MORTGAGE  
SERVICING LIMITED** as Security Agent

---

SECURITY OVER RECEIVABLES AGREEMENT

---

I certify that, save for material redacted pursuant  
to s.859G of the Companies Act 2006, this copy  
instrument is a correct copy of the original instrument.

Signed *Mayer Brown International LLP*

Mayer Brown International LLP

Date 31.8.17

MAYER • BROWN

LONDON

## CONTENTS

Clause	Page
1. Definitions and interpretation .....	2
2. Payment of the Secured Liabilities .....	6
3. Creation of Security Interests.....	6
4. Perfection of security and further assurance .....	7
5. Representations .....	8
6. Negative pledge and disposals .....	12
7. Other covenants of general application.....	12
8. Enforcement – general provisions .....	13
9. Right of appropriation.....	15
10. Receivers .....	15
11. Powers of Security Enforcement Parties.....	16
12. Application of proceeds of enforcement, etc .....	18
13. General security provisions.....	18
14. Power of attorney .....	20
15. Release of security .....	20
16. Security Agent Provisions.....	21
17. Provisions of the Intercreditor Agreement and the Facility Agreements .....	22
18. Limited Recourse .....	22
19. Governing law.....	23
20. Enforcement.....	24

### Schedules

1. The Chargors.....	25
Part 1: Notice of assignment of Assigned Document.....	26

**THIS DEED ("SECURITY AGREEMENT")** is dated 21 August 2017 and made between:

- (1) **THE PERSONS** listed in Schedule 1 (*The Initial Chargors*) (each an **"Initial Chargor"** and together the **"Initial Chargors"**); and
- (2) **MOUNT STREET MORTGAGE SERVICING LIMITED**, as trustee for the Secured Parties (the **"Security Agent"**).

**BACKGROUND:**

- (A) The Company and the Security Agent, amongst others, entered into the HFI Facility Agreement and the HFS Facility Agreement on 7 December 2016. On or about the date of this Security Agreement and pursuant to the Supplemental HFI Facility Agreement and the Supplemental HFS Facility Agreement, the HFI Facility Agreement and the HFS Facility Agreement have been amended and restated and an additional HFS 2 Facility Agreement has been executed.
- (B) The provision of this Security Agreement is a condition precedent to the Effective Date (as defined in the Supplemental HFS Facility Agreement and the Supplemental HFI Facility Agreement) under the Supplemental HFS Facility Agreement and the Supplemental HFI Facility Agreement. This is the **"Second English Security Over Receivables Agreement"** as defined in the Intercreditor Agreement.
- (C) The provision of this Security Agreement is in addition to the First Security Over Receivables Agreement.
- (D) The Security Agent holds this Security and any rights granted in this Security Agreement to any other Secured Parties on trust for the Secured Parties on the terms set out in the Intercreditor Agreement.
- (E) This document is the deed of each Chargor, even if it has not been duly executed by the Security Agent or has been executed by the Security Agent but not as a deed.
- (F) Each Chargor enters into this deed in each and all of its capacities including, without limitation, in its capacity as a trustee in respect of any trust from time to time.

**THIS DEED WITNESSES that:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Terms defined in the Intercreditor Agreement**

Terms defined in the Intercreditor Agreement but not in this Security Agreement shall have the same meanings in this Security Agreement as in the Intercreditor Agreement.

**1.2 Definitions**

In addition, in this Security Agreement:

**"Assigned Document"** means any document rights under which are from time to time assigned under this Security Agreement.

**"Authorisation"** means an authorisation, permit, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

**"Chargors"** means the Initial Chargors and **"Chargor"** means any of them.

**"Debt"** means any book or other debt, revenue or claim. In relation to a Chargor, **"its Debts"** means all Debts in which it has any rights.

**"Debt Documents"** has the meaning given to it in the Intercreditor Agreement and includes the Facility Agreements and this Security Agreement.

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Agent or a Receiver.

**"Discharge Date"** has the meaning given to it in Clause 15.1 (*Definitions relating to release of this Security*).

**"Facility Agreements"** has the meaning given to it in the Intercreditor Agreement and **"Facility Agreement"** means any of them.

**"Finance Party"** has the meaning given to it in the Intercreditor Agreement and includes any Lenders and the Security Agent.

**"IA"** means the Insolvency Act 1986.

**"Insolvency Event"** in relation to a person includes the dissolution, bankruptcy, insolvency, winding-up, liquidation, administration, examination, amalgamation, reconstruction, reorganisation, arrangement, adjustment, administrative or other receivership or dissolution of that person, the official management of all of its revenues or other assets or the seeking of protection or relief from debtors and any equivalent or analogous proceeding, whatever it is called, in any jurisdiction.

**"Intercreditor Agreement"** means the intercreditor agreement originally dated 7 December 2016, as amended and restated on or about the date of this Security Agreement between, amongst others, (1) LSREF IV Oak 1 Limited as the company; (2) Citigroup Global Markets Limited as arranger; (3) the financial institutions listed in schedule 1 therein as original lenders; and (4) Mount Street Mortgage Servicing Limited as the agent and security agent.

**"Losses"** means losses (including loss of profit), claims, demands, actions, proceedings, damages and other payments, costs, expenses and other liabilities of any kind.

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

**"Notice of Security"** means a notice of assignment substantially in the form set out in Schedule 2 (*Notice of assignment of Assigned Document*), as appropriate, or in such other form as may be specified by the Security Agent.

**"Party"** means a party to this Security Agreement.



**"Receiver"** means any receiver, receiver and manager or administrative receiver appointed under this Security Agreement by the Security Agent, or under any applicable law, over all or any of the Security Assets whether solely, jointly, severally or jointly and severally with any other person and includes any substitute for any of them appointed from time to time.

**"Secured Liabilities"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity) of each Transaction Obligor to any Secured Party under each Debt Document, but excluding any money, obligation or liability which would cause the covenant set out in Clause 2.1 (*Covenant to pay*) or the security which would otherwise be constituted by this Security Agreement to be unlawful or prohibited by any applicable law or regulation.

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

**"Security Assets"** means the assets from time to time the subject of this Security, **"Security Asset"** means any of them and any reference to one or more of the Security Assets includes all or any part of it or each of them.

**"Security Enforcement Party"** means the Security Agent, any Receiver or any Delegate.

**"Security Interest"** means a mortgage, charge, pledge, lien or other security interest under any applicable law securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Subordination Agreement"** has the meaning given to it in the Intercreditor Agreement.

**"Subordinated Debt"** has the meaning given to it in the Intercreditor Agreement.

**"Subordinated Debt Document"** means any agreement or other document constituting or evidencing any Subordinated Debt or the terms of any Subordinated Debt.

**"Transaction Obligor"** has the meaning given to the term in the Intercreditor Agreement.

### 1.3 Construction

- (a) Clause 1.2 (*Construction*), of the Intercreditor Agreement shall apply as if set out in full again here, with references to "this Agreement" being construed as references to this Security Agreement and with such other changes as are appropriate to fit this context.
- (b) In addition, in this Security Agreement, unless a contrary indication appears any reference to:
  - (i) **"assets"** includes present and future properties, revenues, rights and other assets of every description (including without limitation any asset held on trust from time to time). Any reference to **an asset** includes

any proceeds of disposal of all or part of that asset and any other monies paid or payable in respect of that asset and any reference to a **particular type or category of assets** includes any present or future assets of that type or category;

- (ii) **"constitutional documents"** includes, in relation to any person, as the context so requires, the certificate or deed of incorporation, articles of association or incorporation, by-laws, regulations, limited partnership agreement, charter, trust instrument or deed of that person and/or other document(s) defining the existence and regulating the control of that person as between it and its shareholders (but not between its shareholders only);
- (iii) the **"Chargors"** includes a reference to any one or more of them as well as a reference to all of them;
- (iv) any **Debt Document** or other **document** is to that Debt Document or other document as supplemented, otherwise amended, replaced or novated from time to time (however fundamental that amendment, novation or replacement may be, even if it involves increased, new, additional, extended and/or replacement facilities or an increase in any other amount or rate);
- (v) the masculine, feminine or neuter **gender** respectively includes the other genders and the **singular** includes the plural (and vice versa);
- (vi) **"including"** means "including without limitation" (with related words being construed accordingly), **"in particular"** means "in particular but without limitation" and other **general words** shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of assets, matters or things;
- (vii) a **"Recital"** is to a statement made under the heading "Background" above and any reference to a **"Clause"** or to a **"Schedule"** is to a clause of or a schedule to this Security Agreement (as the case may be);
- (viii) a **"right"** includes any title, estate, interest, claim, remedy, power, authority, discretion or other right of any kind, both present and future. Any reference to a **Chargor's rights** in any document or asset (or any type or category of documents or assets) includes any rights in, to, under, in respect of or derived from that document or asset (or any document or asset of that type or in that category);
- (ix) **"this Security"** means the Security Interests constituted by or pursuant to this Security Agreement; and
- (x) **this Security Agreement** includes the Recitals and Schedules and any Accession Deed, which form part of this Security Agreement for all purposes.

- (c) The index and Clause and Schedule headings are for ease of reference only.

#### **1.4 Third party rights**

- (a) A person who is not a Party (other than any Receiver or Delegate) has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any term of this Security Agreement.
- (b) Notwithstanding Clause 1.4(a), no consent of any person who is not a Party is required to rescind or vary this Security Agreement at any time.

#### **1.5 Failure to execute**

Each Chargor shall be bound by this Security Agreement even if any person who was intended to execute it or be bound by it as a Chargor has not duly executed or become bound by it.

### **2. PAYMENT OF THE SECURED LIABILITIES**

#### **2.1 Covenant to pay**

Each Chargor covenants with and undertakes to the Security Agent to pay and discharge, or procure the payment or discharge of, each of the Secured Liabilities at the time and in the manner provided in the relevant document for their payment or discharge by the relevant Transaction Obligor.

#### **2.2 Further advances**

This Security Agreement is made to secure any further advances or other facilities made available by any Finance Party under the Debt Documents. It does not create any obligation on any Finance Party to make any further advances or other facilities available.

### **3. CREATION OF SECURITY INTERESTS**

#### **3.1 General provisions regarding Security Interests**

- (a) Each of the charges and assignments created under this Security Agreement:
  - (i) is granted to the Security Agent as trustee for the Secured Parties;
  - (ii) secures the payment and discharge of the Secured Liabilities; and
  - (iii) is made with full title guarantee.
- (b) Each fixed charge created under this Security Agreement takes effect as an equitable mortgage.
- (c) Each assignment under this Security Agreement is subject to a proviso for re-assignment on redemption in accordance with Clause 15.2 (*Release of this Security*).
- (d) This Security is subject to the Intercreditor Agreement.

- (e) If, to the extent and for so long as any charge or assignment under this Security Agreement fails to take effect over a Chargor's rights in any asset because an Authorisation necessary for it to do so has not been obtained or made, the relevant Chargor shall:
  - (i) notify the Security Agent as soon as reasonably practicable following becoming aware that an Authorisation has not been obtained or made;
  - (ii) use its reasonable endeavours upon request of the Security Agent to obtain or make the Authorisation as soon as possible; and
  - (iii) until it is obtained or made, hold the relevant rights on trust for the Security Agent.

### **3.2 Debts**

- (a) Each Chargor charges by way of first fixed charge all of its rights in its Debts.
- (b) In this Security Agreement, unless a contrary indication appears any reference to a Debt includes the benefit of any Security Interest, guarantee or other right in relation to that Debt.

### **3.3 Assignment of documents**

- (a) Each Chargor assigns absolutely all of its rights in:
  - (i) any Intra-Group Deed of Assignment;
  - (ii) any Intra-Group SPA;
  - (iii) any Subordinated Debt and Subordinated Debt Documents; and
  - (iv) any other document from time to time designated as an Assigned Document, either by the relevant Chargor (or the Company on its behalf) and the Security Agent.
- (b) For the avoidance of doubt, each Chargor will remain at all times liable in respect of all of its obligations under each Assigned Document and no Secured Party will be under any obligation or liability under or in respect of those Assigned Documents.

## **4. PERFECTION OF SECURITY AND FURTHER ASSURANCE**

### **4.1 Notice of Security**

- (a) Each Chargor shall deliver a Notice of Security (with a copy to the Security Agent), duly completed:
  - (i) forthwith, to any debtor in respect of any Subordinated Debt;
  - (ii) forthwith, to each party to any Intra-Group SPA;
  - (iii) forthwith, to each party to any Intra-Group Deed of Assignment;

(iv) upon request, to any person against which it has rights in respect of any other Debt;

(v) upon request, to any party to any other document,

in each case in respect of which that Chargor has granted a Security Interest in this Security Agreement.

(b) In Clause 4.1(a):

(i) **"forthwith"** means promptly upon execution of this Security Agreement or, if later, upon the relevant document, account, Debt (including Subordinated Debt) or Insurance being entered into or otherwise coming into existence; and

(ii) **"upon request"** means promptly upon request by the Security Agent.

(c) Each Chargor shall use reasonable endeavours to procure that each addressee of a Notice of Security promptly acknowledges that Notice of Security substantially in the form attached to that Notice of Security (or in such other form as the Security Agent may approve).

(d) The execution of this Security Agreement or the relevant Accession Deed by each Chargor and the Security Agent shall constitute notice to each Chargor of any Security Interest over any indebtedness owed to it by a Chargor.

#### 4.2 Further assurance

(a) Each Chargor shall promptly and at its own expense take such action as the Security Agent or any Receiver may reasonably require:

(i) to improve, preserve, perfect or protect the security created (or intended to be created) by this Security Agreement or the priority of it; or

(ii) whilst this Security Agreement is enforceable, to facilitate the realisation or enforcement of any Security Asset or the exercise any of the rights of any Secured Party in relation to the same.

(b) The action required under Clause 4.2(a) may include the execution of any Security Interest, assignment, assignation, pledge, standard security or transfer over or of any asset, any notice of this Security or any other document.

### 5. REPRESENTATIONS

#### 5.1 Representations

The representations and warranties set out in this Clause are made by each Chargor (or, where expressly stated, by each specified Chargor) to each Finance Party.

## 5.2 Status

- (a) Each QHP GP is a limited liability company, duly incorporated and validly existing under the laws of its Original Jurisdiction.
- (b) Each QHP Partnership is a validly existing limited partnership duly established and registered under the Limited Partnerships Act 1907.
- (c) It has the power to own its assets and carry on its business as it is being conducted.
- (d) If the arrangements with respect to any QHP Partnership constitute, or may constitute, a collective investment scheme within the meaning of Financial Services and Markets Act 2000 ("**FSMA**") there has been no breach of the requirements of FSMA or other applicable law relevant to the establishment of the relevant QHP Partnership.
- (e) If the arrangements with respect to any QHP Partnership constitute an alternative investment fund within the meaning of the legislation and regulatory requirements implementing directive 2011/61/EU on alternative investment fund managers in England and Wales (the "**Implementing Provisions**"):
  - (i) there has been no breach of the requirement of the Implementing Provisions or other applicable law relevant to the establishment or management of the relevant QHP Partnership; and
  - (ii) the person or persons entering into this Security Agreement are appropriately authorised, where under the Implementing Provisions or otherwise, to do so.

## 5.3 Binding obligations

The obligations expressed to be assumed by it in each Debt Document to which it is a party are, subject to the Legal Reservations and Perfection Requirements, legal, valid, binding and enforceable obligations.

## 5.4 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Debt Documents to which it is a party do not and will not conflict with:

- (a) any law or regulation applicable to it; or
- (b) its constitutional documents; or
- (c) any agreement or instrument which is binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument where such conflict has or is reasonably likely to have a Material Adverse Effect.

## 5.5 Powers and authority

- (a) 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, the Debt Documents to which it is or will be a party and the transactions contemplated by those Debt Documents.
- (b) No limit on its powers will be exceeded as a result of the borrowing, grant of security or giving of guarantees or indemnities contemplated by the Debt Documents to which it is a party.

## **5.6 Validity and admissibility in evidence**

All Authorisations required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Debt Documents to which it is a party; and
- (b) to make the Debt Documents to which it is a party admissible in evidence in its Relevant Jurisdictions,

have been obtained or effected and are in full force and effect except any Authorisation referred to in Clause 5.7 (*No filing or stamp taxes*), which Authorisations will be promptly obtained or effected after the date of this Agreement.

## **5.7 No filing or stamp taxes**

Under the laws of its Relevant Jurisdiction it is not necessary that the Debt Documents to which it is a party be registered, filed, recorded, notarised or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to the Debt Documents to which it is a party or the transactions contemplated by such Debt Documents except (to the extent applicable to a Chargor) registration of particulars of this Security Agreement at Companies House under the Companies Act 2006 and payment of associated fees.

## **5.8 Ranking of Security**

Subject to the Legal Reservations and the Perfection Requirements, the security conferred by this Security Agreement constitutes a first priority or first ranking security interest of the type described, over the assets referred to, in this Security Agreement and such assets are not subject to any prior or *pari passu* Security.

## **5.9 Partnership matters**

- (a) The sole limited partner and sole general partner in each QHP Partnership are its Limited Partner and General Partner respectively.
- (b) Each QHP Partnership Agreement contains all material terms of the partnership agreement between those persons.
- (c) Under each QHP Partnership Agreement, each QHP LP has authorised its respective QHP GP to:

- (i) execute deeds on behalf of the relevant QHP Partnership including, without limitation, the Debt Documents to which that QHP Partnership is a party;
  - (ii) hold the relevant QHP Partnership's assets its own name or in the name of such nominees on behalf of that QHP Partnership as the relevant QHP GP may from time to time direct;
  - (iii) grant Security Interests on behalf of each QHP Partnership over the assets of each QHP Partnership; and
  - (iv) carry on the business of the relevant QHP Partnership.
- (d) Each QHP Partnership Document is, subject to the Legal Reservations, legal, valid, binding and enforceable against the parties to them and remains in full force and effect.
  - (e) There has been no breach of any material term of any QHP Partnership Document by any of the parties to it and no representation or warranty by any party to the QHP Partnership Documents is untrue or misleading in any material respect.
  - (f) There are no other side letters or documents in respect of the QHP Partnership Agreements.

#### **5.10 Subordinated Debt**

- (a) It is the sole legal and beneficial owner of the Subordinated Debt and of the benefits of the Subordinated Debt Documents free from any Security Interest, option or subordination in favour of any person other than the Finance Parties and any Security Interest mandatorily imposed by law.
- (b) The Subordinated Debt is not subject to any set-off, counterclaim or other defence.

#### **5.11 Pari passu ranking**

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

#### **5.12 Times for making representations**

- (a) The representations and warranties set out in this Clause are made on the date of this Security Agreement by each Chargor.
- (b) Unless a representation or warranty is expressed to be given at a specific date, each representation and warranty is deemed to be repeated on the date of each Utilisation Request, on each Utilisation Date and on the first day of each Interest Period.



## **6. NEGATIVE PLEDGE AND DISPOSALS**

### **6.1 Negative pledge**

Each Chargor undertakes that it will not create or permit to subsist any Security Interest over any Security Asset.

### **6.2 No disposals**

Each Chargor undertakes that it will not dispose of (or agree to dispose of) any Security Asset.

## **7. OTHER COVENANTS OF GENERAL APPLICATION**

### **7.1 Enforcement of rights**

- (a) Prior to an Event of Default which is continuing, each Chargor shall at its own cost use commercially reasonable endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Security Assets.
- (b) Following an Event of Default which is continuing, each Chargor shall at its own cost use its best endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Security Assets which the Security Agent may from time to time require.

### **7.2 Realisation of Debts**

No Chargor shall release, set-off, compound or otherwise deal over, of or with its Debts otherwise than in accordance with the Post-Closing Reorganisation.

### **7.3 Assigned Documents**

No Chargor shall waive any rights under, amend, novate, repudiate, rescind or otherwise terminate or permit to be terminated any Assigned Document without the prior written consent of the Security Agent (other than in accordance with the Post-Closing Reorganisation).

### **7.4 Partnership Matters**

- (a) Each QHP Partner of a QHP Partnership shall:
  - (i) comply with their material obligations under the QHP Partnership Documents (as applicable);
  - (ii) take such action as is lawfully available to it to ensure that the Partnership Documents remain legal, valid, binding and enforceable against the parties to them and remain in full force and effect.
- (b) No QHP Partnership or QHP Partner of a QHP Partnership shall, without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed):

- (i) amend, vary, novate, forego or waive any provision, right or condition in any QHP Partnership Document or agree to do any of those things in any manner that would or might reasonably be expected to be prejudicial to the interests of the Finance Parties under the Debt Documents; and
- (ii) enter into any agreement or arrangement inconsistent with the QHP Partnership Documents.

## **8. ENFORCEMENT – GENERAL PROVISIONS**

### **8.1 Enforcement**

- (a) On or at any time after the occurrence of an Event of Default which is continuing, this Security shall become immediately enforceable and the Security Agent or its agent may (without obligation) enforce this Security, and its rights under this Security Agreement, in the manner and on the terms it thinks fit.
- (b) In particular, the Security Agent may without further notice exercise in relation to the Security Assets:
  - (i) the power of sale and all other powers conferred on mortgagees or security holders by the LPA or otherwise by law, in each case as extended or otherwise amended by this Security Agreement;
  - (ii) to the extent that Clause 9 (*Right of appropriation*) applies, the power to appropriate the relevant Security Assets in accordance with Clause 9.2 (*Exercise of right of appropriation*); and
  - (iii) (whether or not it has appointed a Receiver) any or all of the rights which are conferred by this Security Agreement (whether expressly or by implication) on a Receiver.

### **8.2 LPA provisions**

- (a) The Secured Liabilities shall be deemed for the purposes of all powers implied by statute to have become due and payable within the meaning of s101 LPA immediately on the execution of this Security Agreement.
- (b) The Security Agent and any Receiver is entitled to all of the privileges, immunities and other rights conferred on mortgagees and receivers respectively under the LPA.
- (c) s93(1) LPA (restriction on the consolidation of mortgages), s103 LPA (restricting the power of sale), ss105, 107(2), 109(6) and 109(8) LPA (application of proceeds of sale) and s109(1) LPA (restricting the power to appoint a receiver) shall not apply to this Security.

### 8.3 Protection of third parties

- (a) No purchaser, mortgagee or other person dealing with a Security Enforcement Party shall:
  - (i) be bound to enquire whether its entitlement to exercise any of its rights has arisen or become exercisable or whether any Secured Liabilities remain outstanding; or
  - (ii) be concerned as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with that Security Enforcement Party.
- (b) All of the protection to purchasers contained in ss104 and 107(1) LPA and s42(3) and s55(4) (as applicable) IA shall apply to any person purchasing from or dealing with a Security Enforcement Party as if the Secured Liabilities had become due and the statutory powers of sale and of appointing a Receiver in relation to the Security Assets had arisen on the date of this Security Agreement.

### 8.4 Delegation

- (a) The Security Agent and (to the extent his or her appointment so permits) a Receiver (the "**Appointor**") may delegate to any person or persons all or any of the rights which are exercisable by it under this Security Agreement. A delegation under this Clause may be made in any manner (including by power of attorney) and on any terms (including power to sub-delegate) which the Appointor may think fit.
- (b) A delegation under Clause 8.4(a) shall not preclude the subsequent exercise of the relevant rights by the Appointor nor preclude the Appointor from making a subsequent delegation of them to another person or from revoking that delegation.
- (c) Neither the Security Agent nor any Receiver shall be liable or responsible to any Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.
- (d) For the avoidance of doubt, a Delegate shall have the benefit of any term of this Security Agreement or of the Intercreditor Agreement which expressly confers a right on "Delegates" (as defined in the Intercreditor Agreement).

### 8.5 No liability

No Security Enforcement Party shall be liable as a mortgagee or security holder in possession or otherwise to account in relation to all or any part of the Security Assets for any loss on realisation or for any other action, default or omission for which a mortgagee or security holder in possession might but for this Clause 8.5 be liable.

## **9. RIGHT OF APPROPRIATION**

### **9.1 Application of right of appropriation**

This Clause 9 applies to the extent the Security Assets constitute "financial collateral" and this Security Agreement constitutes a "financial collateral arrangement" (within the meaning of the Financial Collateral Arrangements (No. 2) Regulations 2003).

### **9.2 Exercise of right of appropriation**

- (a) If and to the extent that this Clause 9 applies, the Security Agent may, on or at any time following the occurrence of an Event of Default which is continuing, appropriate the Security Assets in or towards discharge of the Secured Liabilities in the order specified in the Intercreditor Agreement.
- (b) If the Security Agent exercises its right of appropriation then it shall for these purposes value any Security Asset by reference to an independent valuation or other procedure determined by the Security Agent, acting reasonably, at the time of the appropriation.

## **10. RECEIVERS**

### **10.1 Appointment of Receiver**

- (a) Subject to the remainder of this Clause 10.1, the Security Agent may appoint one or (at the same or different times) more persons as a receiver of all or any part of the Security Assets if:
  - (i) this Security has become enforceable; or
  - (ii) the relevant Chargor or the Company so requests in writing at any time.
- (b) No appointment may be made pursuant to Clause 10.1:
  - (i) solely as a result of the obtaining of, or with a view to obtaining, a moratorium under s1A IA; or
  - (ii) of an administrative receiver if that appointment would contravene s72A IA.
- (c) If at any time two or more persons hold office as Receivers, each of those Receivers shall (subject to the terms of his or her appointment) be entitled to exercise individually all of the rights conferred on Receivers under this Security Agreement to the exclusion of the other or others.

### **10.2 Remuneration**

The Security Agent may fix the remuneration of any Receiver from time to time, without being limited by the maximum rate specified in s109(6) LPA.

### **10.3 Removal and replacement**

The Security Agent may:

- (a) subject to obtaining a court order if required by law, remove any Receiver by written notice; and
- (b) replace (by appointment pursuant to Clause 10.1) any Receiver whose appointment has terminated.

### **10.4 Agent of the relevant Chargor**

- (a) Any Receiver appointed under this Security Agreement whether acting solely or jointly shall be deemed to be the agent of the relevant Chargor and to be in the same position as a receiver appointed under the LPA.
- (b) The relevant Chargor shall be solely responsible for the acts, omissions, defaults, losses and misconduct of any Receiver and for his or her remuneration. The Security Agent shall not be in any way liable or responsible either to the relevant Chargor or to any other person for any Receiver.

## **11. POWERS OF SECURITY ENFORCEMENT PARTIES**

### **11.1 General**

- (a) A Receiver has:
  - (i) all of the rights set out below in this Clause 11;
  - (ii) all of the rights granted by the LPA to any receiver or mortgagor or mortgagee in possession; and
  - (iii) whether or not it is an administrative receiver, all of the rights granted by the IA to any administrative receiver,in each case as such rights are varied and extended by this Security Agreement.
- (b) The Security Agent has after this Security has become enforceable the rights referred to in Clause 11.1(a), whether or not it has appointed a Receiver.
- (c) A Delegate has the rights referred to in Clause 11.1(a) to the extent provided in its, his or her appointment.
- (d) Any reference in this Clause 11 to any Security Assets includes, in the case of a Receiver or Delegate, only those Security Assets over or in respect of which it, he or she has been appointed.
- (e) A Security Enforcement Party may exercise its, his or her rights under this Clause 11 in such manner and on such terms as it, he or she thinks fit.

### **11.2 Collection, and disposal of Security Assets**

- (a) The right to enter into, take possession of, give up possession of, get in and collect any Security Asset.
- (b) The right to grant, vary, renounce, surrender or accept the surrender or renunciation of rights over or in respect of Security Assets on such terms as the Security Enforcement Party may think fit, without the need to comply with ss99 and 100 LPA.
- (c) The right to sell or otherwise dispose of any Security Asset on any terms and for any consideration as the Security Enforcement Party may think fit. This consideration may include cash, debentures, obligations, shares or other security and may be payable in a lump sum or instalments.
- (d) The right, in connection with or to facilitate any disposal, to release or discharge, whether or not for any consideration, any Debts comprised in the Security Assets.
- (e) The right to give a valid receipt for any money and execute any discharge, assurance or other document which may be proper or desirable to realise any Security Asset.

### **11.3 Contracts and proceedings**

- (a) The right to perform, repudiate, terminate, amend or enter into any contract or other document relating to any Security Asset.
- (b) The right to bring, prosecute, defend, enforce and discontinue any action, suit, arbitration or other proceedings relating to any Security Assets.
- (c) The right to pursue, settle, arrange, compromise or submit to arbitration any claim, account, dispute or demand relating to, or to make any VAT election in respect of, any Security Asset.

### **11.4 Other rights**

- (a) The right to do any other act or thing which the Security Enforcement Party may consider:
  - (i) desirable or necessary to protect, preserve or realise any Security Asset; or
  - (ii) incidental or conducive to any rights conferred on the Security Enforcement Party under or by virtue of this Security Agreement or by law.
- (b) The right to exercise and do in relation to any Security Asset all the rights and things which the Security Enforcement Party would be capable of exercising or doing if it, he or she were the absolute beneficial owner of that Security Asset.

- (c) The right to use the name of any Chargor to exercise any of the rights referred to in this Clause 11.

## **12. APPLICATION OF PROCEEDS OF ENFORCEMENT, ETC**

Any monies received by the Security Agent or any Receiver under this Security Agreement after this Security has become enforceable shall be applied in accordance with Clause 15 (*Application of proceeds*) of the Intercreditor Agreement; this is without prejudice to the right of the Security Agent to recover any shortfall from the Chargors.

## **13. GENERAL SECURITY PROVISIONS**

### **13.1 Continuing security**

This Security is, and shall remain in force as, a continuing security for the Secured Liabilities, regardless of any intermediate payment or discharge, unless and until it is released and discharged in writing by the Security Agent.

### **13.2 Additional security**

This Security is in addition to and is not in any way prejudiced by any other guarantee or Security Interest now or subsequently held by or on behalf of any Secured Party.

### **13.3 Waiver of defences**

The obligations of each Chargor under this Security Agreement will not be discharged, impaired or otherwise affected by any act, omission, matter or thing which, but for this Clause 13.3, would reduce, release or prejudice any of its obligations under this Security Agreement, including (whether or not known to it or any Secured Party):

- (a) any time, waiver or consent granted to, or composition with, any Transaction Obligor or any other person;
- (b) the release of any Transaction Obligor or any other person under the terms of any composition or arrangement with any creditor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security Interest over the assets of, any Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any document or any failure to take, or failure to realise the full value of, any Security Interest;
- (d) any supplement, extension, restatement, other amendment or novation or replacement of any Debt Document or any other security or other document, however fundamental that amendment, novation and replacement may be and whether or not more onerous, including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Debt Document or other Security Interest or other document;

- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Transaction Obligor or any other person;
- (f) any unenforceability, illegality or invalidity of any of the Secured Liabilities or any other obligation of any person under any Debt Document or any other document or Security Interest; or
- (g) any Insolvency Event in relation to any person.

#### **13.4 Non-competition**

Until the Discharge Date, no Chargor shall exercise any rights it may have by reason of its being a party to this Security Agreement or paying (or having any liability to pay) any amount under it:

- (a) to claim any indemnity or contribution from any person;
- (b) to take (by way of subrogation or otherwise) the benefit of any right of any Secured Party; or
- (c) to claim or prove as a creditor of any person in competition with any Secured Party.

Each Chargor shall hold any payment or other benefit received by it contrary to this Clause 13.4 on trust for the Security Agent and promptly pay or transfer the same to the Security Agent for application in accordance with Clause 12 (*Application of proceeds of enforcement, etc*).

#### **13.5 Immediate recourse**

Each Chargor waives any right it may have of first requiring any Finance Party to enforce any Security Interest or other right, or claim payment from or proceed against any other person, before claiming from it under this Security Agreement. This waiver applies irrespective of any applicable law and regulation or any provision of any Debt Document to the contrary.

#### **13.6 Redemption of prior Security Interests**

The Security Agent may at any time after this Security Agreement has become enforceable:

- (a) redeem, or procure the transfer to itself of, any prior Security Interest over any Security Assets; or
- (b) settle and pass the accounts of the holder of any prior Security Interest. Any accounts so settled and passed shall in the absence of manifest error be conclusive and binding on the relevant Chargor.

#### **13.7 Subsequent Security Interests**

- (a) At any time following:



- (i) the receipt by any Finance Party of notice (either actual or constructive) of any subsequent Security Interest affecting any Security Assets;
- (ii) an Insolvency Event occurring in relation to any Chargor; or
- (iii) any disposal of any Security Assets in breach of Clause 6.2 (*No disposals*),

any Finance Party may open a new account or accounts in the name of the relevant Chargor (whether or not it permits any existing account to continue). If a Finance Party does not open such a new account, it shall nevertheless be deemed to have done so at the time of receipt of the notice, the commencement of the Insolvency Event or the disposal.

- (b) From that time all payments received by the Finance Party for the account of the relevant Chargor shall be credited or treated as having been credited to the new account (or deemed new account) and shall not operate to reduce the amount secured by this Security at the time of receipt of the notice, the commencement of the Insolvency Event or the disposal.

#### 14. **POWER OF ATTORNEY**

Each Chargor irrevocably and by way of security appoints each Security Enforcement Party severally to be its attorney, in its name or otherwise, on its behalf and as its act and deed to execute, deliver and perfect any document and do any other act or thing which may be required or which the attorney may consider desirable:

- (a) prior to an Event of Default which is continuing, to carry out any obligation imposed on that Chargor by this Security Agreement if such Chargor has failed to carry out such obligation within 10 Business Days of its receipt of a request by the Security Agent;
- (b) following an Event of Default which is continuing, to carry out any obligation imposed on that Chargor by this Security Agreement; or
- (c) in the exercise of any rights conferred on any Security Enforcement Party by this Security Agreement or by applicable law and regulation.

Each Chargor undertakes to ratify and confirm all acts and things done by an attorney in the exercise or purported exercise of this power of attorney.

#### 15. **RELEASE OF SECURITY**

##### 15.1 **Definitions relating to release of this Security**

- (a) In this Security Agreement, "**Discharge Date**" means the date on which the Security Agent (with any necessary approval from the Agent) determines that:
  - (i) all of the Secured Liabilities have been unconditionally and irrevocably paid or discharged in full; and

- (ii) no further Secured Liabilities are capable of arising or being outstanding.

For this purpose, a Secured Liability will not be considered to have been irrevocably paid or discharged if the Security Agent, acting reasonably, considers that any payment made in respect of it is capable of being avoided.

- (b) In this Clause 15:

- (i) **"avoided"** means avoided, restored or adjusted in whole or part under any law relating to insolvency (and **"avoidance"** shall be construed accordingly); and
- (ii) **"settlement"** means a release, settlement, discharge, re-assignment or arrangement.

#### 15.2 Release of this Security

- (a) Clause 6 (*Negative pledge and disposals*) and Clause 7 (*Other covenants of general application*) shall cease to apply on the Discharge Date
- (b) If any Chargor so requests on or following the Discharge Date, the Security Agent shall as soon as reasonably practicable, at the cost of the Chargor, release and discharge this Security and re-assign the assets assigned to the Security Agent under this Security Agreement without recourse, representation or warranty and subject to the rights of any person having prior rights over those assets.
- (c) Any settlement made by the Security Agent on the faith of any assurance, security or payment shall be conditional on that assurance, security or payment not being avoided.
- (d) If any avoidance occurs as referred to in Clause 15.2(c) (including by reason of a concession or compromise referred to in Clause 15.2(e)), then the settlement given by the Security Agent shall have no effect and shall not prejudice the right of the Security Agent to enforce this Security in respect of the Secured Liabilities. As between the Chargors and the Security Agent, this Security shall (notwithstanding the settlement) be deemed to have remained at all times in effect and held by the Security Agent as security for the Secured Liabilities.
- (e) Any Finance Party may concede or compromise any claim that an assurance, security or payment is liable to avoidance.

#### 16. SECURITY AGENT PROVISIONS

- (a) The Security Agent executes this Security Agreement in the exercise of its rights, powers and authority conferred and vested in it under the Intercreditor Agreement and any other Debt Document for and on behalf of the Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Security Agreement in the manner provided for in the Intercreditor Agreement and, in so acting, it shall have the protections, immunities,

limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Intercreditor Agreement and the other Debt Documents.

- (b) The Security Agent shall not owe any fiduciary duties to any party to this Security Agreement or any of their directors, employees, agents or affiliates.
- (c) Notwithstanding any other provision of this Security Agreement, in acting under and in accordance with this Security Agreement, the Security Agent is entitled to seek instructions from the relevant Secured Parties in accordance with the provisions of the Intercreditor Agreement at any time, and where it so acts or refrains from acting on the instructions of a Secured Party or Secured Parties entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

#### 17. **PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THE FACILITY AGREEMENTS**

Any provision of any of the Intercreditor Agreement or the Facility Agreements which is expressed to apply to the Debt Documents or the Security Documents shall, except if and to the extent there is a provision in this Security Agreement covering the same subject matter, apply to this Security Agreement as if set out in full here, as if each Chargor were an Obligor and with such other changes as are appropriate to fit this context.

#### 18. **LIMITED RECOURSE**

- (a) Notwithstanding any other provision of the Debt Documents (including this Subordination Agreement), the recourse of the Finance Parties to the Chargors in respect of any amounts owing under the Debt Documents or otherwise is limited to those assets of the Chargors that are the subject of Security created pursuant to the terms of the Security Documents (the "**Assets**"), the net proceeds thereof and any amounts which become subject to, or which are purported to be subject to, the turnover trust in clause 8 (*Turnover*) of the Subordination Agreement (together, the "**Recourse Amounts**").
- (b) The Finance Parties agree that they will look solely to the Recourse Amounts for the payment and discharge by the Chargors of any amounts owing under the Debt Documents. The Finance Parties will not take any judicial or other steps or proceedings or exercise any other right or remedy that they might otherwise have against a Chargor or any of its assets (other than the Assets) in respect of any amounts due under the Debt Documents except for:
  - (i) steps or proceedings in relation to the recovery of Recourse Amounts or the exercise of any enforcement rights under the Debt Documents provided that in connection therewith the Finance Parties shall not initiate insolvency, bankruptcy or similar proceedings in relation to any Chargor except to the extent permitted under subparagraph (ii) below;
  - (ii) the Finance Parties proving or lodging a claim in any insolvency, bankruptcy or similar proceedings in relation to a Chargor or in the

winding up, dissolution or any similar proceeding of or in relation to a Chargor which in any such case is initiated by a person other than the Finance Parties or which is initiated by the Finance Parties in relation to the recovery of Recourse Amounts in circumstances where the relevant Chargor has creditors other than the Finance Parties; or

- (iii) the Finance Parties taking proceedings to obtain a declaration or other judgment order as to the obligations or liabilities of a Chargor under the Debt Documents but only to the extent such declaration or other judgment order is expressly limited to recoveries of Recourse Amounts.
- (c) Notwithstanding anything to the contrary in any Debt Document, no recourse under any obligation, covenant or agreement of the Finance Parties shall be had against a Chargor except to the extent of Recourse Amounts.
- (d) The provisions of this Clause 18 shall not limit or restrict the recourse of each Finance Party to the Assets and the Chargors in the event that (for any reason whatsoever) any of the Debt Documents are not fully valid, binding or enforceable in the Finance Parties' favour provided in all cases that such recourse against the Chargors shall be restricted to the amounts equal to those actually realised or which would otherwise be actually realisable out of the Assets but for such invalidity or unenforceability.
- (e) The obligations of a Chargor under the Debt Documents are solely the corporate or partnership (as applicable) obligations of a Chargor. No recourse shall be had for the payment of any amount owing by a Chargor under or in connection with the Debt Documents, or for the payment by a Chargor of any other obligation or claim of, or against a Chargor arising out of or based on the Debt Documents, against any partner, shareholder, employee, officer, director, affiliate or agent of a Chargor, and all personal liability for breaches by a Chargor of any of such obligations, covenants or agreements, either at law or by statute or constitution is hereby expressly waived by the Finance Parties.

On the first date (the "**Extinguishment Date**") on which all present and future, actual and contingent Recourse Amounts have been realised in full, any unsatisfied amounts owing to the Finance Parties shall be automatically waived and extinguished. Notwithstanding anything to the contrary in this Clause 18, the obligations of each Chargor under the Debt Documents shall remain owing and default interest will accrue in accordance with the provisions of the Debt Documents on any amount which would, but for this Clause 18, have been due and payable, up to and including the Extinguishment Date. For the avoidance of doubt, any accrued default interest which is not paid by the application of Recourse Amounts on or prior to the Extinguishment Date shall also be extinguished on the Extinguishment Date in accordance with this Clause 18.

## 19. **GOVERNING LAW**

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

## 20. **ENFORCEMENT**

### 20.1 **Jurisdiction of English courts**

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

### 20.2 **Benefit**

Clause 20.1 is for the benefit of the Security Agent and the other Secured Parties only. As a result, no 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 Secured Parties may take concurrent proceedings in any number of jurisdictions.

## **EXECUTION:**

The parties have shown their acceptance of the terms of this Security Agreement by executing it, in the case of each Chargor as a deed, at the end of the Schedules.

**SCHEDULE 1  
THE CHARGORS**

<b>Full corporate name of Chargor</b>	<b>Jurisdiction of incorporation</b>	<b>Registration number</b>	<b>Registered office/principal place of business</b>
Quercus (General Partner) Limited	England and Wales	03672909	Third Floor, One London Square, Cross Lanes, Guildford, Surrey GU1 1LN
Quercus No.2 (General Partner) Limited	England and Wales	07193638	Third Floor, One London Square, Cross Lanes, Guildford, Surrey GU1 1LN
Quercus Healthcare Property Partnership, acting by its general partner Quercus (General Partner) Limited	England and Wales	LP006050	17 Dominion Street, London EC2M 3EF
Quercus Healthcare Property 2 Limited Partnership, acting by its general partner Quercus No.2 (General Partner) Limited	England and Wales	LP013853	17 Dominion Street, London EC2M 3EF

**SCHEDULE 2**  
**Notice of assignment of Assigned Document**

*[On relevant Chargor's notepaper]*

To: *[Name and address of other party]*

*[Date]*

Dear Sirs

*[Name and date of Assigned Document]*

We refer to an agreement dated [●] 20[●] between us and you (as amended or novated from time to time, the "**Assigned Document**").

We give you notice that by a Security Over Receivables Agreement (the "**Security Agreement**") dated [●] 20[●] and entered into by us in favour of *[Name of Security Agent]* (as Security Agent, as defined in the Security Agreement), we have assigned to the Security Agent all of our rights in, to, under, in respect of or derived from the Assigned Document, including the right to receive any payments due under the Assigned Document.

Please note the following:

- (a) we shall at all times remain solely liable to you for the performance of all of the obligations assumed by us under or in respect of the Assigned Document, and you should continue to give notices under the Assigned Document to us, unless and until you receive notice from the Security Agent to the contrary stating that the security created by the Security Agreement has become enforceable. In this event, all the rights, power and discretions will be exercisable by, and notices must be given to, the Security Agent or as it directs;
- (b) we irrevocably and unconditionally instruct and authorise you, following the Security Agent notifying you that the security created by the Security Agreement has become enforceable and despite any previous instructions which we may have given to the contrary, to pay any monies payable by you to us under the Assigned Document to such bank account as the Security Agent may from time to time specify in writing;
- (c) following the Security Agent notifying you that the security created by the Security Agreement has become enforceable, all of the powers, discretions, remedies and other rights which would, but for the Security Agreement, be vested in us under and in respect of the Assigned Document are exercisable by the Security Agent;
- (d) we have agreed not to waive any rights under, amend, novate, repudiate, rescind or otherwise terminate or permit to be terminated the Assigned Document without the prior written consent of the Security Agent or as permitted by the Security Agreement;
- (e) we agree that:

- (i) none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Security Agent's prior written consent; and
- (ii) you are authorised to disclose any information in relation to the Assigned Document to the Security Agent at the Security Agent's request following the Security Agent notifying you that the security created by the Security Agreement has become enforceable.

Please acknowledge receipt of this notice, and confirm your agreement to it, by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent, at [●] marked for the attention of [●].

This letter is governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....  
***[Name of relevant Chargor]***  
**By: *[Name of signatory]***



[On copy letter only:]

To: ***Security Agent***

We acknowledge receipt of a notice dated [●] 20[●] addressed to us by ***[Name of relevant Chargor]*** (the "**Chargor**") regarding an agreement dated [●] 20[●] between you and us (as amended or novated from time to time, the "**Assigned Document**").

We confirm that:

- (a) we consent to the assignment of the Assigned Document and will comply with the terms of that notice; and
- (b) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of, any rights of the Chargor in, to, under, in respect of or derived from the Assigned Document.

.....  
***[Name of other party]***

**By: *[Name of signatory]***

Dated:

**EXECUTION of the Security Agreement:**

**Chargors**

SIGNED as a deed by ADAM CAMPBELL )  
Director, duly authorised for and on behalf )  
of **QUERCUS (GENERAL PARTNER)** )  
**LIMITED** in the presence of:

[Redacted Signature]

Witness's signature: [Redacted]

Witness's name ISABELLA LEWIS  
(in capitals):

[Redacted]

Witness's address:

**Address:** C/O Hudson Advisors UK Limited  
17 Dominion Street, London  
EC2M 2EF

**Electronic mail address:** Acampbell@hudson-advisors.com /  
nmorar@hudson-advisors.com

**For the attention of:** Adam Campbell and/or Neal Morar

SIGNED as a deed by ADAM CAMPBELL )  
Director, duly authorised for and on behalf )  
of **QUERCUS NO.2 (GENERAL** )  
**PARTNER) LIMITED** in the presence of:

[Redacted Signature]

Witness's signature: [Redacted]

Witness's name ISABELLA LEWIS  
(in capitals):

[Redacted]

Witness's address:

**Address:** C/O Hudson Advisors UK Limited  
17 Dominion Street, London  
EC2M 2EF

**Electronic mail address:** Acampbell@hudson-advisors.com /  
nmorar@hudson-advisors.com

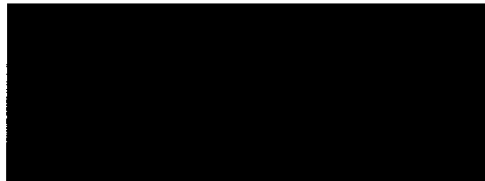
**For the attention of:** Adam Campbell and/or Neal Morar

SIGNED as a deed by **QUERCUS** )  
**HEALTHCARE PROPERTY** )  
**PARTNERSHIP** acting by its general )  
partner, **QUERCUS (GENERAL** )  
**PARTNER) LIMITED**, acting by )  
ADAM CAMPBELL, a duly authorised )  
director in the presence of: )



Witness's signature: 

Witness's name ISABELLA LEWIS  
(in capitals):



Witness's address:


**Address:** C/O Hudson Advisors UK Limited  
17 Dominion Street, London  
EC2M 2EF

**Electronic mail address:** Acampbell@hudson-advisors.com /  
nmorar@hudson-advisors.com

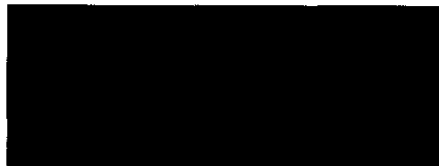
**For the attention of:** Adam Campbell and/or Neal Morar

SIGNED as a deed by **QUERCUS** )  
**HEALTHCARE PROPERTY 2** )  
**LIMITED PARTNERSHIP** acting by its )  
general partner, **QUERCUS NO.2** )  
**(GENERAL PARTNER) LIMITED,** )  
acting by ADAM CAMPBELL, a duly )  
authorised director in the presence of: )



Witness's signature: 

Witness's name ISABELLA LEWIS  
(in capitals):



Witness's address:

**Address:**

C/O Hudson Advisors UK Limited  
17 Dominion Street, London  
EC2M 2EF

**Electronic mail address:**

Acampbell@hudson-advisors.com /  
nmorar@hudson-advisors.com

**For the attention of:**

Adam Campbell and/or Neal Morar

**Security Agent**

SIGNED by Stephen Northage, as a )  
duly authorised signatory for and on behalf )  
of **MOUNT STREET MORTGAGE** )  
**SERVICING LIMITED** in the presence )  
of: )

[Redacted]

Witness's signature:

[Redacted]

Witness's name  
(in capitals):

AMY SANDYS

Witness's address:

[Redacted]

**Address:** Third Floor, New City Court,  
20 St Thomas Street,  
London, SE1 9RS

**Facsimile no:** +44(0) 20 3004 1472

**For the attention of:** Anita Barkley