



**Registration of a Charge**

Company name: **OAKCROWN PROPERTIES LIMITED**

Company number: **04119496**

Received for Electronic Filing: **06/04/2018**



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**Details of Charge**

Date of creation: **03/04/2018**

Charge code: **0411 9496 0006**

Persons entitled: **SOLUTUS ADVISORS LIMITED AS SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description: **ANY FREEHOLD OR LEASEHOLD PROPERTY VESTED IN OR ACQUIRED BY THE CHARGOR, AS SPECIFIED IN THE DEBENTURE REGISTERED BY THIS FORM MR01 (THE "DEBENTURE") INCLUDING BUT NOT LIMITED TO THE FREEHOLD PROPERTY KNOWN AS MONUMENT HOUSE, 18 KING WILLIAM STREET, LONDON EC4N 7HE AND EC4N 7BP AND REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBERS NGL466246 AND NGL466247. FOR MORE DETAILS PLEASE REFER TO THE DEBENTURE.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

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

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# 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: **PAULA INGLIS**



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

Company number: 4119496

Charge code: 0411 9496 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd April 2018 and created by OAKCROWN PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th April 2018 .

Given at Companies House, Cardiff on 10th April 2018

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**

DATED

3 April

Execution Version  
2018

THE PARTIES DETAILED AT SCHEDULE 1

- and -

SOLUTUS ADVISORS LIMITED

MEZZANINE SECURITY AGREEMENT

Save for material redacted pursuant to s859G of the Companies Act 2006, we hereby certify that this is a true copy of the composite original seen by me

Signed: P. Longis

Dated: 4/4/18

Hogan Lovells International LLP  
Atlantic House  
Holborn Viaduct  
London EC1A 2FG



Matter ref 164561.000003  
F3/FEAREDWA/5933931

Hogan Lovells International LLP  
Atlantic House, Holborn Viaduct, London EC1A 2FG

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THIS DEED is dated 3 APRIL 2018 and is made

**BETWEEN:**

- (1) THE PARTIES DETAILED IN SCHEDULE 1 (*Chargors*) (the "**Chargors**"); and
- (2) SOLUTUS ADVISORS LIMITED (the "**Security Agent**") as security trustee for the Secured Parties (as defined in the Facility Agreement defined below).

**BACKGROUND:**

- (A) The Chargors enter into this Deed in connection with the Facility Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED as follows:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

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

"**Borrower**" means Noble Holdings 1 Limited incorporated and registered in Jersey (registered number 124823).

"**Facility Agreement**" means the £20,000,000 facility agreement dated on or about the date of this Deed between (among others) the Borrower and the Security Agent.

"**Hedging Agreement**" means any master agreement, confirmation, transaction, schedule or other agreement in agreed form entered into or to be entered into by a Chargor for the purpose of hedging interest payable under the Facility Agreement and/or the Senior Facility Agreement;

"**Intercreditor Agreement**" means the intercreditor agreement made or to be made between the Finance Parties, the Senior Finance Parties and the Transaction Obligors.

"**Investments**" means:

- (a) all shares in any member of the Group (other than itself) owned by any Chargor or held by any nominee or trustee on its behalf; and
- (b) all other shares, stocks, debentures, bonds or other securities or investments owned by any Chargor or held by any nominee or trustee on its behalf.

"**Mortgaged Property**" means all freehold or leasehold property included in the definition of Security Asset.

"**Party**" means a party to this Deed.

"**Receiver**" means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.

**"Relevant Contract"** means:

- (a) an appointment of a Managing Agent;
- (b) an appointment of an Asset Manager;
- (c) an agreement relating to the purchase of any Property by any Chargor; or
- (d) each agreement listed in Schedule 7 (*Additional Relevant Contracts*).

**"Security Asset"** means any asset of a Chargor which is, or is expressed to be, subject to any Security created by this Deed.

**"Security Interest"** means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset.

**"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 whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document.

**"Security Period"** means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

**"Senior Facility Agreement"** means at £65,500,000 facility agreement dated on or about the date of this Deed between, amongst others, the Senior Borrower and the Senior Security Agent.

**"Senior Security Agreement"** means the security agreement entered into on or about the date of this Deed between, amongst others, the Senior Borrower (1) and the Senior Security Agent (2) pursuant to the Senior Facility Agreement.

## 1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
  - (i) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
  - (ii) any **rights** in respect of an asset includes:
    - (1) all amounts and proceeds paid or payable;
    - (2) all rights to make any demand or claim; and



- (3) all powers, remedies, causes of action, security, guarantees and indemnities,

in each case in respect of or derived from that asset;

- (iii) any **share, stock, debenture, bond or other security or investment** includes:

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

in each case in respect of that share, stock, debenture, bond or other security or investment; and

- (iv) the term **this Security** means any Security created by this Deed.

- (d) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Security Agent reasonably considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

### 1.3 **Intercreditor Agreement**

This Deed is subject to the terms of the Intercreditor Agreement and in the event of any inconsistency between this Deed and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.

### 1.4 **Third party rights**

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

## 2. CREATION OF SECURITY

### 2.1 General

- (a) The Chargors must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) All the security created under this Deed:
  - (i) is created in favour of the Security Agent;
  - (ii) is created over present and future assets of the Chargors;
  - (iii) is security for the payment of all the Secured Liabilities; and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c)
  - (i) If the rights of any Chargor under the Relevant Contracts (the "**Documents**") cannot be secured by the Utilisation Date:
    - (1) that Chargor must notify the Security Agent promptly;
    - (2) this Security will constitute security over all proceeds and other amounts which that Chargor may receive, or has received, under the relevant Document but will exclude that Chargor's other rights under that Document; and
    - (3) unless the Security Agent otherwise requires, the relevant Chargor must use its reasonable endeavours to obtain the required consent or satisfy the relevant condition.
  - (ii) If a Chargor obtains the required consent or satisfies the relevant condition:
    - (1) that Chargor must notify the Security Agent promptly;
    - (2) all of that Chargor's rights under that Document will immediately be secured in accordance with Clause 2.9 (*Other contracts*); and
    - (3) Clause 9 (*Other Contracts*) will apply to that Document.
- (d) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

### 2.2 Land

- (a) Each Chargor charges:
  - (i) by way of a legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 1 (*Real Property*); and

- (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:
  - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
  - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

## **2.3 Investments**

Each Chargor charges by way of a fixed charge its interest in all its Investments.

## **2.4 Plant and machinery**

To the extent that they are not the subject of a mortgage or a fixed charge under Clause 2.2 (*Land*), each Chargor charges by way of a fixed charge all plant and machinery owned by that Chargor and its interest in any plant or machinery in its possession.

## **2.5 Credit balances**

- (a) Each Chargor charges by way of a fixed charge all of its rights in respect of any Account other than the Senior First General Account and the Senior Second General Account, any amount standing to the credit of any Account other than the Senior First General Account and the Senior Second General Account and the debt represented by it.
- (b) The Senior Borrower charges by way of a fixed charge all of its rights in respect of the Senior First General Account and the Senior Second General Account, any amount standing to the credit of the Senior First General Account and the Senior Second General Account and the debt represented by it.
- (c) Each Chargor charges by way of a fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in paragraphs (a) and (b) above, any amount standing to the credit of any such account and the debt represented by it.

## **2.6 Book debts etc.**

Each Chargor charges by way of a fixed charge:

- (a) all of its Subordinated Debt;
- (b) all of its book and other debts;
- (c) all other moneys due and owing to it; and
- (d) the benefit of all rights in relation to any item under paragraphs (a) to (c) above.

## 2.7 Insurances

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the "**Insurance Rights**").
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, each Chargor charges by way of a fixed charge all of its Insurance Rights.

## 2.8 Hedging

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreements.

## 2.9 Other contracts

- (a) Each Chargor:
  - (i) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
    - (1) under each Lease Document (other than a Lease Document governed by Scots Law);
    - (2) in respect of all Rental Income (other than Rental Income deriving from a Lease Document governed by Scots law);
    - (3) under any guarantee of Rental Income contained in or relating to any Lease Document;
    - (4) under each Relevant Contract; and
    - (5) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
  - (ii) charges by way of a fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.
- (b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, each Chargor charges by way of a fixed charge all of its rights listed under paragraph (a)(i) above.

## 2.10 Miscellaneous

Each Chargor charges by way of fixed charge:

- (a) its goodwill;
- (b) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (c) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (b) above;
- (d) its uncalled capital; and

- (e) the benefit of all rights in relation to any item under paragraphs (a) to (d) above.

## 2.11 Floating charge

- (a) Each Chargor charges by way of a floating charge all its assets whatsoever and wheresoever situated (including, but not limited to, its heritable and moveable property and other property, assets and rights in Scotland or governed by the laws of Scotland) not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by this Clause 2.11 (*Floating charge*) into a fixed charge as regards any of that Chargor's assets specified in that notice if:
  - (i) an Event of Default is continuing; or
  - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause 2.11 (*Floating charge*) may not be converted into a fixed charge in respect of any property or assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.
- (d) The floating charge created by this Clause 2.11 (*Floating charge*) may not be converted into a fixed charge solely by reason of:
  - (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium, under section 1A of the Insolvency Act 1986.
- (e) The floating charge created by this Clause 2.11 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of any Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.
- (f) The floating charge created by this Clause 2.11 (*Floating charge*) is a "**qualifying floating charge**" for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

## 2.12 Prior Charge

The security granted by the Chargors under this Deed shall be subject to the security granted by and provisions of the Senior Security Agreement.

### **3. RESTRICTIONS ON DEALINGS**

#### **3.1 Security**

Except as expressly allowed under the Facility Agreement or this Deed, no Chargor may create or permit to subsist any Security on any Security Asset.

#### **3.2 Disposals**

Except as expressly allowed under the Facility Agreement or this Deed, no Chargor may enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

### **4. LAND**

#### **4.1 Notices to tenants**

Each Chargor must:

- (a) serve a notice of assignment, substantially in the form of Part 1 of Schedule 2 (*Forms of Letter for Occupational Tenants*), on each tenant of the Mortgaged Property, such notice to be served:
  - (i) on the date of this Deed for all tenants in place on that date; and
  - (ii) for any new tenant, promptly upon such tenant entering into a Lease Document; and
- (b) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 2 (*Forms of Letter for Occupational Tenants*).

#### **4.2 Acquisitions**

If any Chargor acquires any freehold or leasehold property in England and Wales in accordance with the Facility Agreement after the date of this Deed it must:

- (a) notify the Security Agent immediately;
- (b) immediately on request by the Security Agent and at the cost of the Chargors, execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent in any form which the Security Agent may require; and
- (c)
  - (i) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Security; and
  - (ii) if applicable, ensure that this Security is correctly noted against that title in the title register at the Land Registry.

#### **4.3 Land Registry**

The Chargors consent to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated \_\_\_\_\_ in favour of Solutus Advisors Limited referred to in the charges register or their conveyancer (Standard Form P)".

#### 4.4 Deposit of title deeds

Each Chargor must immediately:

- (a) deposit with the Security Agent all deeds and documents necessary to show good and marketable title to any property referred to in Clause 4.2 (*Acquisitions*) (the "Title Documents"); or
- (b) procure that the Title Documents are held to the order of the Security Agent; or
- (c) procure that the Title Documents are held to the order of the Agent by a firm of solicitors approved by the Security Agent for that purpose.

### 5. INVESTMENTS

#### 5.1 Deposit

Each Chargor must immediately:

- (a) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and
- (b) execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

#### 5.2 Calls

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments in accordance with the Facility Agreement.
- (b) If a Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any of its Investments on behalf of that Chargor. The Chargors must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this Clause 5.2 (*Calls*).

#### 5.3 Other obligations in respect of Investments

- (a) Each Chargor must promptly send a copy to the Security Agent of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of that Chargor.
- (b) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (c) The Security Agent is not obliged to:

- (i) perform any obligation of a Chargor;
  - (ii) make any payment;
  - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
  - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,
- in respect of any of its Investments.

#### 5.4 Voting rights

- (a) Before this Security becomes enforceable:
  - (i) the voting rights, powers and other rights in respect of its Investments will be exercised:
    - (1) by the relevant Chargor; or
    - (2) if exercisable by the Security Agent, in any manner which that Chargor may direct the Security Agent in writing; and
  - (ii) all dividends, distributions or other income paid or payable in relation to any of its Investments in accordance with the Facility Agreement must be paid into the Senior First General Account.
- (b) Each Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of any of its Investments as permitted by this Deed on the direction of that Chargor.
- (c) After this Security has become enforceable, the Security Agent may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of that Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

#### 6. ACCOUNTS

##### 6.1 General

In this Clause 6 "**Account Bank**" means a person with whom an Account is maintained under the Facility Agreement.

##### 6.2 Book debts and receipts

- (a) Each Chargor must get in and realise its:
  - (i) Rental Income and other amounts due from tenants or any other occupiers of the Mortgaged Property; and
  - (ii) book and other debts and other moneys due and owing to it,



in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account if required in accordance with paragraph (b) below) on trust for the Security Agent.

- (b) Each Chargor must, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into an Account in accordance with the Facility Agreement.

### 6.3 Notices of charge

Each Chargor must:

- (a) immediately serve a notice of charge, substantially in the form of Part 1 of Schedule 3 (*Forms of Letter for Account Bank*), on each Account Bank; and
- (b) use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 3 (*Forms of Letter for Account Bank*).

### 7. HEDGING

The Borrower must:

- (a) immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Hedge Counterparty*), on each counterparty to a Hedging Agreement; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Letter for Hedge Counterparty*).

### 8. INSURANCES

Each Chargor must:

- (a) immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (*Forms of Letter for Insurers*), on each counterparty to an Insurance; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (*Forms of Letter for Insurers*).

### 9. OTHER CONTRACTS

Each Chargor must, at the request of the Security Agent:

- (a) immediately serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 6 (*Forms of Letter for Other Contracts*), on each counterparty to a contract listed in Clause 2.9 (*Other contracts*); and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (*Forms of Letter for Other Contracts*).

**10. WHEN SECURITY BECOMES ENFORCEABLE**

**10.1 Event of Default**

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

**10.2 Discretion**

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

**10.3 Statutory powers**

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

**11. ENFORCEMENT OF SECURITY**

**11.1 General**

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

**11.2 No liability as mortgagee in possession**

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

**11.3 Privileges**

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

**11.4 Protection of third parties**

- No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his/her agents will be concerned to enquire:
  - (a) whether the Secured Liabilities have become payable;
  - (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;

- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

#### 11.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may:
  - (i) redeem any prior Security against any Security Asset; and/or
  - (ii) procure the transfer of that Security to itself; and/or
  - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargors.
- (b) The Chargors must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

#### 11.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

#### 11.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargors under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) Where any financial collateral is appropriated:
  - (i) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
  - (ii) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and each Finance Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

## **12. RECEIVER**

### **12.1 Appointment of Receiver**

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
  - (i) this Security has become enforceable; or
  - (ii) the Chargors so request to the Security Agent at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

### **12.2 Removal**

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

### **12.3 Remuneration**

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

### **12.4 Agent of the Chargors**

- (a) A Receiver will be deemed to be the agent of the Chargors for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargors (alone) are responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to the Chargors or to any other person) by reason of the appointment of a Receiver or for any other reason.

### **12.5 Relationship with Security Agent**

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

### **13. POWERS OF RECEIVER**

#### **13.1 General**

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 13 in addition to those conferred on it by any law. This includes:
  - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
  - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

#### **13.2 Possession**

A Receiver may take immediate possession of, get in and realise any Security Asset.

#### **13.3 Carry on business**

A Receiver may carry on any business of the Chargors or any Chargor in any manner he/she thinks fit.

#### **13.4 Employees**

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.
- (b) A Receiver may discharge any person appointed by any Chargor.

#### **13.5 Borrow money**

- A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

#### **13.6 Sale of assets**

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargors.

**13.7 Leases**

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

**13.8 Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset.

**13.9 Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

**13.10 Receipts**

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

**13.11 Subsidiaries**

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset.

**13.12 Delegation**

A Receiver may delegate his/her powers in accordance with this Deed.

**13.13 Lending**

A Receiver may lend money or advance credit to any person.

**13.14 Protection of assets**

A Receiver may:

- (a) effect any repair or insurance and do any other act which a Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

**13.15 Other powers**

A Receiver may:

- (a) do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;

- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- (c) use the name of a Chargor for any of the above purposes.

**14. APPLICATION OF PROCEEDS**

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and applied in accordance with the Facility Agreement. This Clause 14:

- (a) is subject to the payment of any claims having priority over this Security; and
- (b) does not prejudice the right of any Secured Party to recover any shortfall from the Chargors.

**15. EXPENSES AND INDEMNITY**

The Chargors must:

- (a) immediately on demand pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and
- (b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

**16. DELEGATION**

**16.1 Power of Attorney**

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

**16.2 Terms**

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

**16.3 Liability**

Neither the Security Agent nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

**17. FURTHER ASSURANCES**

- (a) Each Chargor must promptly, at its own expense, take whatever action the Security Agent or a Receiver may require for:
  - (i) creating, perfecting or protecting any security over any Security Asset; or

- (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes:
  - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
  - (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may consider necessary or desirable.

## **18. POWER OF ATTORNEY**

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of that Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of that Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 18.

## **19. MISCELLANEOUS**

### **19.1 Continuing Security**

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

### **19.2 Tacking**

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

### **19.3 New Accounts**

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the Chargors or any Chargor.
- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.



#### 19.4 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account the Chargors have with any Secured Party within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

#### 19.5 Notice to Chargors

This Deed constitutes notice in writing to the Chargors of any charge or assignment of a debt owed by a Chargor to any Transaction Obligor and contained in any other Security Document.

#### 19.6 Chargors' obligations

Neither the Security Interests created under this Deed nor the obligations of each Chargor under this Deed will be affected by any act, omission, matter or thing which, but for this Clause 19.6 (*Chargors' obligations*), would reduce, release or prejudice any such Security Interests or any of its obligations under this Deed (without limitation and whether or not known to it or the any Finance Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (b) the release of any Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security Interest over assets of any Chargor 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 Interest;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and whether or not more onerous), or replacement, assignment, avoidance or termination of any Finance Document or any other document or Security Interest 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 Finance Document or other document or Security Interest;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security Interest; or
- (g) any insolvency or similar proceedings.

#### **19.7 Chargor intent**

Without prejudice to the generality of Clause 19.6 (*Chargors' obligations*), each Chargor expressly confirms that it intends that the Security Interests created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (a) business acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and/or
- (i) any fees, costs and/or expenses associated with any of the foregoing.

#### **19.8 Appropriations**

Until the Secured Liabilities have been irrevocably paid in full, each Finance Party (or trustee or agent on its behalf may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and each Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from each Chargor or on account of each Chargor's liability under this Deed.

#### **19.9 Deferral of Chargor's rights**

- (a) Until the Secured Liabilities have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed:
  - (i) to be indemnified by any other Chargor;
  - (ii) to claim any contribution from any other guarantor of any other Chargor obligations under the Finance Documents;
  - (iii) 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;

- (iv) to bring legal or other proceedings for an order requiring any other Chargor to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under this Deed;
  - (v) to exercise any right of set-off against any other Chargor; and/or
  - (vi) to claim or prove as a creditor of any other Chargor in competition with any Finance Party.
- (b) If any Chargor receives any benefit, payment or distribution in relation to any rights referred to in Clause 19.9(a) it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Chargors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 14 (*Application of proceeds*).

**20. RELEASE**

At the end of the Security Period, the Finance Parties must, at the request and cost of the Chargors, promptly take whatever action is necessary to release its Security Assets from this Security.

**21. GOVERNING LAW**

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

**THIS DEED** has been executed and delivered as a deed on the date stated at the beginning of this Deed.

**Schedule 1**

**Part A – Chargors**

<b>Chargors</b>	<b>Jurisdiction of Incorporation</b>	<b>Registration Number</b>
Mapeley Beta Acquisition Co (1) Limited	Bermuda	36871
Oakcrown Properties Limited	England and Wales	04119496
Mapeley Beta Acquisition Co (2) Limited	Bermuda	36872
Mapeley Beta Acquisition Co (3) Limited	Bermuda	37293
Mapeley Beta Acquisition Co (4) Limited	Bermuda	37294
Noble Holdings 2 Limited	Jersey	124824
Noble Holdings 1 Limited	Jersey	124823

**Part B - Real Property**

<b>Registered Proprietor</b>	<b>Property Description</b>
Mapeley Beta Acquisition Co (2) Limited	Premier House, 60 Caversham Road, Reading RG1 7EB and registered at the Land Registry with title number BK241862.
Mapeley Beta Acquisition Co (1) Limited	Orchard House, Penny Street, Blackburn BB1 6HA and registered at the Land Registry with title number LA786942.
Mapeley Beta Acquisition Co (1) Limited	Rowland Hill House, Boythorpe Road, Chesterfield, Derbyshire S49 1HQ and registered at the Land Registry with title numbers DY281221 and DY265672.
Mapeley Beta Acquisition Co (3) Limited	Tri-Centre 1, Milford Street and Fleming Way Swindon and Bridge at Tri Centre 1 and 2 Milford Street and Fleming Way, Swindon and registered at the Land Registry with title number WT134834.
Mapeley Beta Acquisition Co (3) Limited	Tri-Centre 2, Newbridge Square, Swindon and registered at the Land Registry with title number WT86943.
Mapeley Beta Acquisition Co (3) Limited	Tri-Centre 3, Newbridge Square, Swindon and registered at the Land Registry with title number WT72220.

Mapeley Beta Acquisition Co (4) Limited	Oak House, Reeds Crescent, Watford WD24 4QN and registered at the Land Registry with title number HD308591.
Mapeley Beta Acquisition Co (1) Limited	Sussex House, Civic Way, Burgess Hill RH15 9AQ and registered at the Land Registry with title number SX147842.
Mapeley Beta Acquisition Co (2) Limited	Hyde Park House, 1 Crown Street, Ipswich IP1 3LG and registered at the Land Registry with title number SK138032.
Mapeley Beta Acquisition Co (1) Limited	Verney House, Gatehouse Road, Aylesbury HP19 8ED and registered at the Land Registry with title number BM163643.
Mapeley Beta Acquisition Co (1) Limited	Wellington House, 36 Wellington Street, Barnsley S70 1WA and registered at the Land Registry with title numbers SYK404384 and SYK404385.
Mapeley Beta Acquisition Co (1) Limited	Land adjoining Talgarth House, Llantarnam Park Industrial Estate, Cwmbran and registered at the Land Registry with title number CYM40124.
Mapeley Beta Acquisition Co (1) Limited	Southgate House, Southgate Street, Gloucester GL1 1UW and 3 Old Tram Road, Gloucester GL1 1SJ and registered at the Land Registry with title numbers GR71393 and GR68746.
Mapeley Beta Acquisition Co (1) Limited	Friars House, Manor House Drive, Coventry CV21 2TE and registered at the Land Registry with title number WM469509.
Mapeley Beta Acquisition Co (2) Limited	21 Farncombe Road, Worthing BN11 2BW and registered at the Land Registry with title number WSX123149.
Oakcrown Properties Limited	Monument House, 18 King William Street, London EC4N 7HE and EC4N 7BP and registered at the Land Registry with title numbers NGL466246 and NGL466247.

**SCHEDULE 2**

**Forms of Letter for Occupational Tenants**

**Part 1 - Notice to Occupational Tenant**

To: [Occupational tenant]

Copy: Solutus Advisors Limited (as Security Agent as defined below)

[Date]

Dear Sirs,

Re: [Property address]

**SECURITY AGREEMENT DATED [ ] BETWEEN (AMONGST OTHERS) MAPELEY BETA ACQUISITION CO (1) LIMITED AND SOLUTUS ADVISORS LIMITED**

We refer to the lease dated [ ] and made between [ ] and [ ] (the "**Lease**").

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption) to Solutus Advisors Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the Security Agent) all our rights under the Lease.

We confirm that:

- (a) we will remain liable under the Lease to perform all the obligations assumed by us under the Lease; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease.

We will also remain entitled to exercise all our rights, powers and discretions under the Lease, and you should continue to give notices under the Lease to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all notices must be given to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to pay all rent and all other moneys payable by you under the Lease to our account [with the Security Agent] at [ ], Account No. [ ], Sort Code [ ] (the "**Rent Account**").

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....

(Authorised Signatory)

[Chargor]

**Part 2 - Acknowledgement of Occupational Tenant**

To: Solutus Advisors Limited (as Security Agent)

Attention: [ ]

[Date]

Dear Sirs,

Re: [Property address]

**SECURITY AGREEMENT DATED [ ] BETWEEN (AMONGST OTHERS) MAPELEY BETA ACQUISITION CO (1) LIMITED AND SOLUTUS ADVISORS LIMITED**

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [ ] (the "**Notice**") in relation to the Lease (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received any notice of any prior security over the Lease or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease;
- (c) must pay all rent and all other moneys payable by us under the Lease into the Rent Account (as defined in the Notice); and
- (d) must continue to pay those moneys into the Rent Account (as defined in the Notice) until we receive your written instructions to the contrary.

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

Yours faithfully,

.....  
For  
[Occupational tenant]



**SCHEDULE 3**

**Forms of Letter for Account Bank**

**Part 1 - Notice to Account Bank**

To: [Account Bank]

Copy: Solutus Advisors Limited (as Security Agent as defined below)

[Date]

Dear Sirs,

**SECURITY AGREEMENT DATED [ ] BETWEEN (AMONGST OTHERS) MAPELEY BETA ACQUISITION CO (1) LIMITED AND SOLUTUS ADVISORS LIMITED**

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a fixed charge) in favour of Solutus Advisors Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of any account, and any amount standing to the credit of any account, maintained by us with you (the "**Accounts**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to any Account requested from you by the Security Agent;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent;
- (c) hold all sums standing to the credit of any Account to the order of the Security Agent; and
- (d) in respect of any Account other than our account with [ ] (account number [ ], sort code [ ]) (the "**General Account**"), pay or release any sum standing to the credit of any such Account in accordance with the written instructions of the Security Agent.

We are not permitted to withdraw any amount from any Account other than the General Account without the prior written consent of the Security Agent.

In respect of the General Account, we are permitted to withdraw any amount from the General Account for any purpose unless and until you receive a notice from the Security Agent to the contrary stating that we are no longer permitted to withdraw any amount from the General Account without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the General Account without the prior written consent of the Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....  
(Authorised Signatory)  
[Chargor]

**Part 2 - Acknowledgement of Account Bank**

To: Solutus Advisors Limited (as Security Agent)

Copy: [Chargors]

[Date]

Dear Sirs,

**SECURITY AGREEMENT DATED [ ] BETWEEN (AMONGST OTHERS) MAPELEY BETA ACQUISITION CO (1) LIMITED AND SOLUTUS ADVISORS LIMITED**

We confirm receipt from [Chargor] (the Chargor) of a notice dated [ ] (the Notice) of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us (the Accounts).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, any Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account;
- (d) will not permit any amount to be withdrawn from any Account other than the General Account (as defined in the Notice) without your prior written consent; and
- (e) will comply with any notice we may receive from the Security Agent in respect of the General Account.

The Accounts maintained with us are:

*[Specify accounts and account numbers]*

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

Yours faithfully,

.....  
(Authorised signatory)  
[Account Bank]

**SCHEDULE 4**

**Forms of Letter for Hedge Counterparty**

**Part 1 - Notice to Hedge Counterparty**

To: [Hedge Counterparty]

Copy: Solutus Advisors Limited (as Security Agent as defined below)

[Date]

Dear Sirs,

**SECURITY AGREEMENT DATED [ ] BETWEEN (AMONGST OTHERS) MAPELEY BETA ACQUISITION CO (1) LIMITED AND SOLUTUS ADVISORS LIMITED**

This letter constitutes notice to you that under the Security Agreement we assigned absolutely, subject to a proviso for re-assignment on redemption, to Solutus Advisors Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights under any hedging agreements between you and us (the "**Hedging Agreements**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to the Hedging Agreements which the Security Agent may request from you; and
- (b) pay any sum payable by you under the Hedging Agreements to our account with [the Security Agent] at [ ], account number [ ], sort code [ ].

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....  
(Authorised signatory)

[Chargor]

**Part 2 - Acknowledgement of Hedge Counterparty**

To: Solutus Advisors Limited (as Security Agent)

Copy: [Chargors]

[Date]

Dear Sirs,

**SECURITY AGREEMENT DATED [ ] BETWEEN (AMONGST OTHERS) MAPELEY BETA ACQUISITION CO (1) LIMITED AND SOLUTUS ADVISORS LIMITED**

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [ ] (the "**Notice**") of an assignment upon the terms of the Security Agreement of all the Chargor's rights under the Hedging Agreements (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, the Hedging Agreements;
- (c) must pay any amount payable by us under the Hedging Agreements to the Chargor's account with you at [ ], Sort Code [ ], Account No. [ ]; and
- (d) must accept your instructions in relation to the Chargor's rights under the Hedging Agreements.

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

Yours faithfully,

.....  
(Authorised signatory)  
[Hedge Counterparty]]

**SCHEDULE 5**

**Forms of Letter for Insurers**

**Part 1 - Notice to Insurer**

To: [Insurer]

Copy: Solutus Advisors Limited (as Security Agent as defined below)

[Date]

Dear Sirs,

**SECURITY AGREEMENT DATED [ ] BETWEEN (AMONGST OTHERS) MAPELEY BETA ACQUISITION CO (1) LIMITED AND SOLUTUS ADVISORS LIMITED**

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption, to Solutus Advisors Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of [insert details of contract of insurance] (the "**Insurance**").

We confirm that:

- (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance), unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance).

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Insurance requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

\*\*\*\*\*

(Authorised signatory)

[Chargor]

**Part 2 - Acknowledgement of Insurer**

To: Solutus Advisors Limited (as Security Agent)

Copy: [Chargors]

[Date]

Dear Sirs,

**SECURITY AGREEMENT DATED [ ] BETWEEN (AMONGST OTHERS) MAPELEY BETA ACQUISITION CO (1) LIMITED AND SOLUTUS ADVISORS LIMITED**

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [ ] (the "**Notice**") of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract of insurance] (the "**Insurance**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Insurance as directed in the Notice.

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

Yours faithfully,

.....  
(Authorised signatory)  
[Insurer]



**SCHEDULE 6**

**Forms of Letter for Other Contracts**

**Part 1 - Notice to Counterparty**

To: [Contract Counterparty]

Copy: Solutus Advisors Limited (as Security Agent as defined below)

[Date]

Dear Sirs,

**SECURITY AGREEMENT DATED [ ] BETWEEN (AMONGST OTHERS) MAPELEY BETA ACQUISITION CO (1) LIMITED AND SOLUTUS ADVISORS LIMITED**

This letter constitutes notice to you that under the Security Agreement we have [assigned absolutely, subject to a proviso for re-assignment on redemption,]/[charged by way of a fixed charge] to Solutus Advisors Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of [insert details of contract] (the "**Contract**").

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....  
(Authorised signatory)  
[Chargor]

**Part 2 - Acknowledgement of Counterparty**

To: Solutus Advisors Limited (as Security Agent)

Copy: [Chargors]

[Date]

Dear Sirs,

**SECURITY AGREEMENT DATED [ ] BETWEEN (AMONGST OTHERS) MAPELEY BETA ACQUISITION CO (1) LIMITED AND SOLUTUS ADVISORS LIMITED**

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [ ] (the "**Notice**") of [an assignment]/[fixed charge] on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract] (the "**Contract**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Contract as directed in the Notice.

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

Yours faithfully,

.....  
(Authorised signatory) .....

[Contract counterparty] .....

## **SCHEDULE 7**

### **Additional Relevant Contracts**

1. The collateral warranty agreement dated 24 April 2016 and entered into between J & B Hopkins Limited, Mapeley Beta Acquisition Co (1) Limited and FI Facilities Management Limited (formerly known as Facilities Maintenance & Construction Services Limited);
2. The collateral warranty agreement dated 10 April 2013 and entered into between Kingshott Building Services Limited and Oakcrown Properties Limited;
3. The collateral warranty agreement dated 6 June 2014 and entered into between Emerald Elevators Limited, Oakcrown Properties Limited and Kingshott Building Services Limited; and
4. any other collateral warranty agreement (howsoever described) given by any person in favour of a Chargor.

SIGNATORIES

CHARGORS

Executed and delivered as a deed on behalf of

**Mapeley Beta Acquisition Co (1) Limited,**

a company incorporated in Bermuda, by Michael Collins and William Garfield Bennett, being persons who, in accordance with the laws of that territory, is acting under the authority of the company

Authorised signatory

For and on behalf of G.B. Directors Limited,

Corporate director of Mapeley Beta Acquisition Co (1) Limited

Authorised signatory

For and on behalf of G.B. Directors Limited,

Corporate director of Mapeley Beta Acquisition Co (1) Limited

in the presence of

Witness Signature: \_\_\_\_\_

Susan M. De Gruchy

Witness Name: \_\_\_\_\_

Witness Address: \_\_\_\_\_

Executed and delivered as a deed on behalf of

**Mapeley Beta Acquisition Co (2) Limited**,

a company incorporated in Bermuda, by Michael Collins and William Griffiths Bennett, being persons who, in accordance with the laws of that territory, is acting under the authority of the company

[Redacted]  
Authorised signatory

For and on behalf of G.B. Directors Limited,

Corporate director of Mapeley Beta Acquisition Co (2) Limited

[Redacted]  
Authorised signatory

For and on behalf of G.B. Directors Limited,

Corporate director of Mapeley Beta Acquisition Co (2) Limited

in the presence of

Witness Signature:

[Redacted]  
Susan M. De Gruchy

Witness Name:

Witness Address:

Executed and delivered as a deed on behalf of

**Mapeley Beta Acquisition Co (3) Limited,**

a company incorporated in Bermuda, by Michael Collins and William Garfield Bennett, being persons who, in accordance with the laws of that territory, is acting under the authority of the company

Authorised signatory

For and on behalf of G.B. Directors Limited,

Corporate director of Mapeley Beta Acquisition Co (3) Limited

Authorised signatory

For and on behalf of G.B. Directors Limited,

Corporate director of Mapeley Beta Acquisition Co (3) Limited

in the presence of

Witness Signature: \_\_\_\_\_

Susan M. De Gruchy

Witness Name: \_\_\_\_\_

Witness Address: \_\_\_\_\_

Executed and delivered as a deed on behalf of  
**Mapeley Beta Acquisition Co (4) Limited**,  
a company incorporated in Bermuda, by Michael Collins and William Garfield-Bennett being persons who,  
in accordance with the laws of that territory, is acting under the authority of the company

.....  
Authorised signatory  
For and on behalf of G.B. Directors Limited,  
Corporate director of Mapeley Beta Acquisition Co (4) Limited

Authorised signatory  
For and on behalf of G.B. Directors Limited,  
Corporate director of Mapeley Beta Acquisition Co (4) Limited

in the presence of

Witness Signature: \_\_\_\_\_

Susan M. De Gruchy

Witness Name: \_\_\_\_\_

Witness Address: \_\_\_\_\_

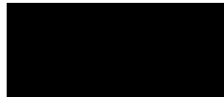
Executed as a deed by **Oakcrown Properties Limited** acting by:

Director Michael Anthony Collins



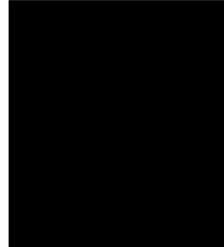
in the presence of

Witness Signature:



Susan M. De Gruchy

Witness Name:

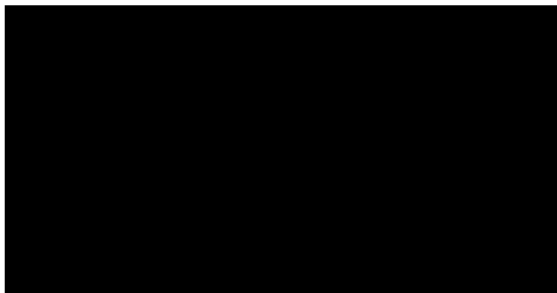


Witness Address:

Signed as a deed on behalf of **Noble Holdings 2 Limited**, a company incorporated in Jersey, by William Garfield Bennett and Michael Collins being persons who, in accordance with the laws of that territory, are acting under the authority of the company

Director/Authorised Signatory

Director/Authorised Signatory





Signed as a deed on behalf of **Noble Holdings 1 Limited**, a company incorporated in Jersey, by *William Garfield-Bennett* and *Michael Collins* being persons who, in accordance with the laws of that territory, are acting under the authority of the company

Director/Authorised Signatory

Director/Authorised Signatory



**SECURITY AGENT**

Executed as a deed by **Solutus Advisors Limited** acting by:

Director/Authorised Signatory

Director/Authorised Signatory

Signed as a deed on behalf of **Noble Holdings 1 Limited**, a company incorporated in Jersey, by \_\_\_\_\_ and \_\_\_\_\_, being persons who, in accordance with the laws of that territory, are acting under the authority of the company

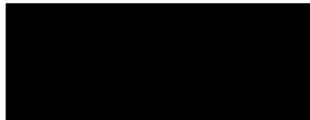
Director/Authorised Signatory

Director/Authorised Signatory

**SECURITY AGENT**

Executed as a deed by **Solutus Advisors Limited** acting by:

Director/Authorised Signatory



EMMA CLARKE  
AUTHORISED  
SIGNATORY

Director/Authorised Signatory



NEIL FORKIN  
AUTHORISED  
SIGNATORY