



# **Registration of a Charge**

Company Name: ARORA MANAGEMENT SERVICES LIMITED Company Number: 05636920



Received for filing in Electronic Format on the: 27/11/2023

# **Details of Charge**

Date of creation: **23/11/2023** 

Charge code: 0563 6920 0007

Persons entitled: GRE TREASURY LIMITED (AS LENDER)

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

# Authentication of Form

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

# Authentication of Instrument

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

Certified by: GREENBERG TRAURIG, LLP



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5636920

Charge code: 0563 6920 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd November 2023 and created by ARORA MANAGEMENT SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th November 2023.

Given at Companies House, Cardiff on 28th November 2023

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







# Assignment of cash deposit

# Dated 23 November 2023

## **Arora Management Services Limited**

(the Assignor)

## Leopard UK Kensington Propco Limited

(the Borrower)

## **GRE Treasury Limited**

(the Lender)

Dentons UK and Middle East LLP One Fleet Place London EC4M 7WS United Kingdom

# Deed

## Dated 23 November 2023

## Between

- (1) Arora Management Services Limited a company incorporated in England & Wales with registered number 05636920 whose registered office is at World Business Centre 2, Newall Road, Hounslow, United Kingdom, TW6 2SF (the Assignor);
- (2) Leopard UK Kensington Propco Limited, a company incorporated in England & Wales with registered number 10662780 whose registered office is at 18 Culford Gardens, London, SW3 2ST (the Borrower); and
- (3) GRE Treasury Limited a limited liability company incorporated in Israel with registered number 516277340 whose registered office is at Ilan Shapiro - Law Office & Notary, PO Box 57456, 40 Yitzhak Sadeh Street, Tel-Aviv, Israel (the Lender)

### Recitals

- A The Lender has agreed to make credit facilities available to the Borrower on the terms of the Loan Agreement (a copy of which has been provided to the Assignor).
- B The Assignor has agreed to provide Security to the Lender to secure the payment and discharge of the Secured Liabilities.
- C This Deed constitutes a Security Financial Collateral Arrangement for the purposes of the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements.

#### This deed witnesses

#### 1 Definitions and interpretation

#### 1.1 Definitions

Words and expressions defined in the Loan Agreement have the same meanings in this Deed unless they are expressly defined in it and, in addition, in this Deed:

Account means the following account held in the name of the Assignor with the Account Bank

Account Number	
Account Name:	
Currency Code:	GBP

(as that account may from time to time be re-designated or re-numbered).

#### Account Bank means Bank of Scotland

#### Account Rights means:

- (a) the Deposit; and
- (b) the Ancillary Account Rights.

Act means the Law of Property Act 1925.

**Ancillary Account Rights** means all the Assignor's rights in respect of the Account other than to the Deposit, including any right to interest on the Deposit.

**Borrower Assignment of Cash Deposit** means the assignment of cash deposit dated on or around the date of this Deed between the Borrower and the Lender.

Deposit means the amount standing to the credit of the Account from time to time.

Event of Default has the meaning given to that term in the Loan Agreement.

**Loan Agreement** means the Loan Agreement dated on or around the date of this Deed between the Borrower and the Lender.

**OakNorth Security** means the all assets debenture to be entered into between the Borrower and OakNorth Bank plc on or around the date of this Deed.

Party means a party to this Agreement.

**Secured Liabilities** means the liabilities of the Borrower to the Lender under or pursuant to the Loan Agreement.

**Security** means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

**Security Period** means the period starting on the date of this Deed and ending on the date on which the Lender is satisfied that:

- (a) all of the Secured Liabilities have been fully and finally discharged; and
- (b) it is under no commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to the Borrower pursuant to the Loan Agreement.

#### 1.2 Construction

- 1.2.1 Unless a contrary indication appears, any reference in this Deed to:
  - (i) **assets** includes revenues, property and rights of every kind, present, future, actual and contingent and whether tangible or intangible (including uncalled share capital);
  - (ii) **Clauses** are to be construed as references to the clauses of this Deed;

- debt or indebtedness includes any obligation, whether incurred as principal or as surety, for the payment or repayment of money, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
- (iv) the words include(s), including and in particular shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (v) liabilities includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
- (vi) the words **other** and **otherwise** shall not be construed ejusdem generis with any preceding words where a wider construction is possible;
- (vii) any **person** includes one or more of that person's assigns, transferees, successors in title, delegates, sub-delegates and appointees (in the case of a Party, in so far as such assigns, transferees, successors in title, delegates, sub-delegates and appointees are permitted) and any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
- (viii) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (ix) any statute or statutory provision includes any statute or statutory provision which amends, extends, consolidates or replaces it, or which has been amended, extended, consolidated or replaced by it, and any orders, regulations, instruments or other subordinate legislation made under it;
- (x) a time of day is a reference to London time.
- 1.2.2 Clause and schedule headings are for ease of reference only.
- 1.2.3 Unless a contrary intention appears, any reference to:
  - (a) this Deed is a reference to this Deed as amended, varied, novated, supplemented and replaced from time to time;
  - (b) the **Account Bank**, the **Assignor** or the **Lender** includes any one or more of its assigns, transferees and successors in title (in the case of the Account Bank and the Assignor, so far as any such is permitted); and
  - (c) the **Lender** includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates.

#### 1.3 Third party rights

1.3.1 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the Third Parties Act) to enforce or to enjoy the benefit of any term of this Deed.

- 1.3.2 The parties to this Deed may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of any person that is not a party.
- 1.3.3 Any person described in Clause 10 (*Protection of the Lender*) may, subject to this Clause 1.3 (*Third party rights*) and the Third Parties Act, rely on any Clause of this Deed which expressly confers rights on it.

#### 1.4 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Lender.

#### 2 Covenant to pay

2.1 The Assignor covenants with the Lender that it will pay and discharge the Secured Liabilities in accordance with the terms of the Loan Agreement.

#### 2.2 Limited recourse

- Subject to paragraph (b), the total amount recoverable by the Lender from the Assignor under this Deed shall be limited to the amount realised or recovered from the Security Assets pursuant to this Deed.
- (b) The limits referred to in paragraph (a) on the amount recoverable from the Assignor under this Deed shall not apply to the extent any breach by the Assignor of its obligations under this Deed reduces the amount realised or recovered from the Security Assets pursuant to this Deed which is available to be applied in satisfaction of the Secured Liabilities

#### 3 Declaration of Trust

- 3.1 The Assignor confirms that it holds the Account Rights on trust for the benefit of the Borrower (the **Declaration of Trust**).
- 3.2 The Borrower acknowledges the Declaration of Trust.

#### 4 Security

#### 4.1 Assignment

The Assignor assigns the Account Rights absolutely to the Lender.

#### 4.2 Trust

If or to the extent that the assignment of the Account Rights under this Deed is ineffective because of a prohibition on that assignment (and without prejudice to the representation and warranty in paragraph (b) of Clause 6 (*Representations and warranties by the Assignor*)), the Assignor holds the Account Rights on trust for the Lender.

## 5 Nature of Security created

The Security created under this Deed is created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) in favour of the Lender; and
- (c) with full title guarantee.

#### 6 Interest and Deposit amount

The Assignor will instruct the Account Bank to pay any accrued interest on the Deposit into the Account or, once the Security created by this Deed becomes enforceable, otherwise as the Lender may direct.

#### 7 Representations and warranties by the Assignor

In entering into this Deed the Lender has relied on the representations of the Assignor that, and the Assignor warrants to the Lender that:

- (a) immediately before the assignment of the Account Rights under this Assignment, it was the sole legal owner of them; and
- (b) the Account Rights are freely assignable.

#### 8 Positive covenants

The covenants in this Clause 7 remain in force from the date of this Deed until the expiry of the Security Period.

#### 8.1 Notice to Account Bank

Within 5 Business Days following the date of this Deed, the Assignor shall:

- (a) give notice to the Account Bank in the form set out in Part 1 of Schedule 1 (*Forms of letter to and from Account Bank*); and
- (b) use reasonable endeavours to procure that the Account Bank promptly acknowledges that notice in the form set out in Part 2 of Schedule 1 (*Forms of letter to and from Account Bank*), or in any other form agreed by the Lender.

#### 8.2 Third party claims

The Assignor shall promptly inform the Lender of any claim or notice relating to the Account Rights which it receives from any third party.

#### 8.3 Payments without deduction

The Assignor covenants with the Lender that all payments to be made by it under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

#### 9 Negative covenants

The covenants in this Clause 8 remain in force from the date of this Deed until the expiry of the Security Period.

#### 9.1 Disposals and withdrawals

The Assignor shall not

- (a) request, demand or claim to be entitled to withdraw any amount from the Account except as expressly provided for in the Loan Agreement; or
- (b) otherwise enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to assign or otherwise dispose of the Account Rights, nor enter into an agreement to make any such disposal.

#### 9.2 Negative pledge

The Assignor shall not create or permit to subsist any Security over the Account Rights (other than the Borrower Assignment of Cash Deposit).

#### 9.3 Preservation of the Account Rights

The Assignor shall not take any Security in connection with its liability under this Deed from any guarantor of, or provider of Security for, any of the Secured Liabilities.

#### 10 Enforcement

#### 10.1 When Security becomes enforceable

The Security created by this Deed shall become enforceable following the occurrence of an Event of Default which is continuing.

#### 10.2 Powers on enforcement

At any time after the Security created by this Deed has become enforceable the Lender may (without prejudice to any of its other rights and remedies and without notice to the Assignor) do all or any of the following:

- (a) withdraw the Deposit and collect in or otherwise recover any other amounts owed pursuant to the Account Rights and apply them in or towards satisfaction of the Secured Liabilities in accordance with Clause 9.3 (Application of moneys); and
- (b) exercise any other powers and rights which may be exercisable by the owner of the Account Rights and all other powers conferred on mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act.

#### 10.3 Application of moneys

- 10.3.1 The Lender shall apply moneys received or recovered by it in the exercise of any powers conferred by this Deed, to the extent permitted by applicable law, in the following order of priority:
  - (a) in or towards the discharge of the Secured Liabilities in any order; and
  - (b) then, in the payment of any surplus to the Assignor or other person entitled to it.

10.3.2 Clause 9.3.1 will override any appropriation made by the Assignor.

#### **11** Preservation of Security

#### 11.1 Reinstatement

If any payment by the Assignor or any other person or discharge given by the Lender (whether in respect of the obligations of the Assignor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:

- (a) the liability of the Assignor and the Security created by this Deed shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Lender shall be entitled to recover the value or amount of that Security or payment from the Assignor, as if the payment, discharge, avoidance or reduction had not occurred.

#### 11.2 Waiver of defences

Neither the Security created by this Deed nor the obligations of the Assignor under this Deed will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to the Assignor or the Lender) including:

- (a) any time, waiver or consent granted to, or composition with, the Assignor or other person;
- (b) the release of the Assignor or any other person under the terms of any composition or arrangement with any person;
- (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, the Assignor 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;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Assignor or any other person;
- (e) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of the Loan Agreement or any other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under the Loan Agreement or any other document; or
- (g) any insolvency, liquidation, administration or similar procedure.

#### 11.3 Immediate recourse

The Assignor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim

payment from any person before claiming from the Assignor under this Deed. This waiver applies irrespective of any law or any provision of the Loan Agreement to the contrary.

#### 11.4 Appropriations

During the Security Period the Lender may:

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities or, subject to Clause 9.3.1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Assignor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Assignor or on account of any of the Secured Liabilities.

#### **12** Further assurance

#### 12.1 Registration at Companies House

The Assignor consents to the registration of this Deed at Companies House pursuant to Part 25 of the Companies Act 2006.

#### 12.2 Further action

The Assignor shall, at its own expense, promptly take any action and sign or execute any further documents which the Lender may require in order to:

- (a) give effect to the requirements of this Deed;
- (b) protect, preserve and perfect the rights of the Lender and the Security intended to be created by or pursuant to this Deed;
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Deed with any other Security over the Account Rights; or
- (d) facilitate the realisation of the Account Rights or the exercise of any rights, powers and discretions conferred on the Lender in connection with the Account Rights,

and any such document may disapply section 93 of the Act.

#### 13 Power of attorney

The Assignor irrevocably and by way of security appoints each of:

- (a) the Lender; and
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Lender,

jointly and severally as the Assignor's attorney, in the Assignor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the failure by the Assignor to comply with a request from the Lender, to take any action and sign or execute any further documents which the Assignor is required to take, sign or execute in accordance with this Deed. The Assignor agrees, promptly on the request of the Lender, to ratify and confirm all such actions taken and documents signed or executed.

#### 14 Re-assignment

#### 14.1 Time of re-assignment

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, unless any third party has any subrogation or other rights in respect of the Security created by this Deed at that time, the Lender shall, or shall procure that its appointees will, at the request and cost of the Assignor re-assign the Account Rights absolutely to the Assignor. Section 93 of the Act shall not apply to this Deed.

#### 15 Assignment

The Lender may not assign any of its rights under this Deed.

#### 16 Notices

- 16.1 Any communication to be given in connection with this Deed shall either be in writing in English except where expressly provided otherwise and shall either be delivered by hand or sent by first class prepaid/registered or recorded post in accordance with clause 15.2.
- 16.2 Such communication shall be sent to the address of the relevant party referred to in this Deed or to such other address as may previously have been communicated to the other party in accordance with this clause 15.2 and clause 15.5. Each communication shall be marked for the attention of the person specified below:

Party	For the attention of
i wity	i or the attention of

- Lender c/o llan Shapiro (Law Office & Notary) (ilan@ishapirolaw.com)
- Borrower Att: The Legal Department, Arora group Email: Legal@thearoragroup.com
- 16.3 A communication sent in accordance with clause 15.2 shall be deemed to have been served:
  - (a) if delivered by hand at the address referred to in clause 15.2, at the time of delivery; and
  - (b) if sent by first class prepaid post to the address referred to in clause 15.2, at the expiration of two clear days after the time of posting in the case of inland post, and five clear days after the time of posting in the case of international post.

If, under the preceding provisions of this clause, a communication would otherwise be deemed to have been delivered outside normal business hours in the place of receipt (being 9:30 a.m. to 5:30 p.m. on a Business Day) it shall be deemed to have been received at 9:30 a.m. on the next Business Day.

16.4 In proving receipt of the communication, it shall be sufficient to show that delivery by hand was made or that the envelope containing the communication was properly addressed and posted as a first class/registered or recorded delivery letter.

- 16.5 A Party shall notify the other Parties to this Deed of a change to its name, specified person or email address for the purposes of clause 15.2 provided that such notification shall only be effective:
  - (a) on the date specified in the notification as the date on which the change is to take place; or
  - (b) if no date is specified (or if the date specified is less than five clear Business Days after the date on which notice is deemed to have been served), five clear Business Days after notice of any such change is deemed to have been given.

For the avoidance of doubt, the Parties agree that the provisions of this clause shall not apply in relation to the service of any claim form, application notice, order, judgment or other document relating to or in connection with any proceeding, suit or action arising out of or in connection with this Deed.

### 17 Calculations and certificates

#### 17.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate.

#### 17.2 Certificates and determinations

Any certification or determination by the Lender of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

#### 18 Partial invalidity

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

## 19 Remedies and waivers

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

#### 20 Amendments and waivers

Any term of this Deed may be amended or waived only with the written consent of the Assignor and the Lender.

#### 21 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

#### 22 Governing law and enforcement

#### 22.1 Governing law

English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

#### 22.2 Jurisdiction

- 22.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- 22.2.2 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.
- 22.2.3 Notwithstanding Clause 25.2.1, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

**Executed** as a deed and delivered on the date appearing at the beginning of this Deed.

# Schedule 1 – Forms of letter to and from Account Bank

## Part 1– Notice to Account Bank regarding the Account

Account numb	oer **	[insert account number and sort code of the Account] (the
Dear Sirs		
Date: **		
То:	**	[insert name and address of Account Bank]

# Account)

We refer to our above account with you, as it may from time to time be re-designated or re-numbered.

We give you notice that by an assignment (the **Security Agreement**) dated \*\* between us and \*\* (the **Lender**) we have assigned to the Lender absolutely all amounts standing to the credit of the Account from time to time (the **Deposit**) and all of our other right, title and interest in, and relating to, the Account (together with the Deposit, the **Account Rights**).

Regardless of any previous authorisations or instructions which we may have given you and without making any enquiry as to the justification for the matter, we irrevocably authorise and instruct you:

- (a) to disclose to the Lender any information relating to us, the Account and the Account Rights which the Lender may from time to time request you to disclose to it;
- (b) following receipt of notice from us or the Lender that the Security Agreement has become enforceable:
  - (i) to hold the Account Rights to the order of the Lender, and not permit the whole or any part of:
    - (A) the Deposit to be withdrawn by us; or
    - (B) any other amounts payable pursuant to the Account Rights to be paid to us,

other than as authorised by the Lender[, and to credit any accrued interest on the Deposit to the Account until instructed otherwise by the Lender];

- to pay or release all or any part of the Deposit and any other amounts payable pursuant to the Account Rights, and generally to act in relation to the Account Rights, only in accordance with the written instructions of the Lender; and
- (iii) to comply with the terms of any written notice or instructions in any way relating to or purporting to relate to the Account or the Account Rights which you may receive from the Lender.

The instructions and authorisations contained in this letter may not be revoked or varied without the written agreement of the Lender.

This letter is governed by English law.

Please acknowledge and confirm the above to the Lender in the form attached with a copy to us.

Yours faithfully,

for and on behalf of \*\* [Assignor]

## Part 2 – Form of acknowledgement and confirmation from the Account Bank

A		Financial account according and another dependence of the Association (Aba
Dear Sirs		
Date:	**	
Attention:	**	
To:	**	[insert name and address of Lender] (the Lender)

# Account number \*\* [insert account number and sort code of the Account] (the Account)

We acknowledge receipt of a notice (the **Notice**) from \*\* (the **Assignor**)[ and you] dated \*\* of an assignment (the **Assignment**) by the Assignor to you of all amounts standing to the credit of the Account from time to time (the **Deposit**) and all of its other right, title and interest in, and relating to, the Account (together with the Deposit, the **Account Rights**).

We confirm that:

- (a) [the sum of  $\mathfrak{L}^{**}$  stands to the credit of the Account as at the date of this letter;]
- (a) we are not holding the Deposit for a fixed term and no minimum notice period is required for the Lender to make a withdrawal from the Account;
- (b) we accept the authorisations and instructions contained in the Notice and we undertake to comply with its terms;
- (c) we have not received notice of:
  - (i) any other assignment of or encumbrance over the Account or the Account Rights; or
  - (ii) any interest, claim or right in or to either of them by any third party,

and we shall [but without incurring any liability in respect of the obligation] promptly give you notice of any such actual, potential or asserted assignment, encumbrance, interest, claim or right of which we become aware;

- (d) we do not, and will not, hold or otherwise have the benefit of any security interest or other encumbrance over the Account or the Account Rights; and
- (e) we will not exercise any right of combination, consolidation, merger or set-off which we may have in respect of the Account Rights.

We are aware that you are relying on this letter in connection with your rights to the Account and the Account Rights.

This letter is governed by English law.

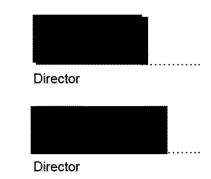
Yours faithfully,

for and on behalf of \*\*

[Account Bank]

copy: [Assignor]

Executed as a deed by Arora Management Services Limited acting by two directors:



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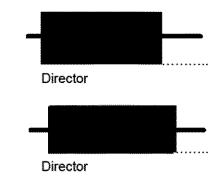
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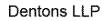
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Executed as a deed by Leopard UK Kensington Propco Limited acting by two directors:





Signed for and on behalf of	)
GRE Treasury Limited	)

 Executed as a deed by
 )

 Arora Management Services Limited
 )

 acting by two directors:
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 )
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 )
 )

Director

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Executed as a deed by Derrick Beare Leopard UK Kensington Propco Limited acting by a director in the presence of a witness:

Signed for and on behalf of GRE Treasury Limited acting by a director in the presence of a witness:

Director	****	
Signature:		ж.н.
Name: A	vriela Sommer	
Address:		
Occupation:	Councillor	
•••	·····	
Director:		
Signature:		.,
Name:	jonathan beare	
Address:		
Occupation:	Busnessman	