

# Registration of a Charge

Company Name: UPPER PIAZZA (CAMDEN) LTD

Company Number: 05965267

Received for filing in Electronic Format on the: 09/10/2023

#### XCDRA57T

#### **Details of Charge**

Date of creation: 28/09/2023

Charge code: **0596 5267 0011** 

Persons entitled: UBS AG AS SECURITY AGENT AND SECURITY TRUSTEE FOR THE

**SECURED PARTIES** 

Brief description: ALL PRESENT AND FUTURE FREEHOLD OR LEASEHOLD LAND

PURSUANT TO CLAUSE 3 OF THE ACCOMPANYING COPY INSTRUMENT

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or

undertaking of the company).

Contains negative pledge.

#### **Authentication of Form**

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

#### **Authentication of Instrument**

Certification statement: I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT

TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL

INSTRUMENT.

Electronically filed documen	nt for Company Number:	05965267	Page: 2
Certified by:	SIMINIONS & SIMINIONS LLF		
Certified by:	SIMMONS & SIMMONS LLP		



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5965267

Charge code: 0596 5267 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th September 2023 and created by UPPER PIAZZA (CAMDEN) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th October 2023.

Given at Companies House, Cardiff on 9th October 2023

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





#### **EXECUTION VERSION**

# Security Agreement

between

The entities Listed in Schedule 1

as Chargors

and

**UBS AG** 

as Security Agent

relating to

a £300,000,000 facility secured on a portfolio of properties situated in London



#### CONTENTS

1.	Interpretation	2
2.	Covenant to Pay	
3.	Creation of Security	
4.	Continuing Security	<b>7</b>
5.	Restrictions on Dealing	7
6.	Land	7
7.	Contracts	9
8.	Insurances	9
9.	Enforcement	10
10.	Receiver	11
11.	Powers of Receiver.	12
12.	Power of Attorney	
13.	Tacking	15
14.	Delegation	
15.	Preservation of Security	15
16.	Payments	17
17.	Release of Security	18
18.	Governing Law	18
SCHE	EDULE 1 : THE CHARGORS	19
SCHE	EDULE 2 : MORTGAGED PROPERTY	21
	EDULE 3: NOTICE TO COUNTERPARTY TO ASSIGNED CONTRACT	e francisco
SCHE	EDULE 4 : NOTICE TO INSURERS	52
SCHE	FDULE 5: NOTICE TO TENANTS	55

#### THIS AGREEMENT is dated 28 September 2023 and made

#### BETWEEN:

- (1) THE ENTITIES listed in Schedule 1 (The Chargors), as chargors (the "Chargors"); and
- (2) <u>UBS AG</u> (the "<u>Security Agent</u>" which expression includes its successors and assigns as security agent and security trustee for the Secured Parties).

#### **BACKGROUND:**

- (A) Each Chargor is entering into this Deed in connection with the Finance Documents.
- (B) It is intended that this document takes effect as a deed even though a Party may only execute it under hand.

#### IT IS AGREED as follows:

#### Interpretation

#### 1 1 Definitions

In this Deed, terms defined in the Facility Agreement have the same meaning in this Deed unless given a different meaning and:

#### "Assigned Contracts" means:

- (A) each contract in respect of any disposal of any Mortgaged Property, where any of the Disposal Proceeds which will arise therefrom may need to be applied in mandatory prepayment of the Loans in accordance with the terms of the Facility Agreement;
- (B) each Chargor's rights under each Lease Document;
- (C) any agreement with, or any appointment of, a Managing Agent;
- (D) any agreement with, or any appointment of, an Asset Manager;
- (E) any other agreement in which a Chargor has an interest; and
- (F) each Existing Construction Document,

in each case including any guarantees or sureties entered into in respect of them.

"Charged Property" means all of the assets of a Chargor which from time to time are, or are expressed to be, subject to the Transaction Security created under this Deed.

"Enforcement Event" means an Event of Default in respect of which any notice has been served by the Security Agent in accordance with Clause 24.17 (Acceleration) of the Facility Agreement.

"Existing Construction Documents" means the following construction documents to which the Chargors named below are party:

- (A) JCT Design and Build Contract (2016 edition), dated 27 February 2023 made between Red Harmony Investments Limited as employer and Jaguar Building Services Ltd as contractor in respect of 28 Jamestown Road; and
- (B) Bespoke Contract Order Market Hall Roof Works dated 30 June 2022 and made between Camden Lock Market Limited as employer and DFL Construction UK Limited as contractor.

"Facility Agreement" means the facility agreement dated on or about the date hereof and made between, among others, Divanyx Investments Limited as borrower, the original guarantors named therein and UBS AG as arranger, original lender, agent and security trustee.

"LPA" means the Law of Property Act 1925.

"Mortgaged Property" means all of the freehold or leasehold property listed in Schedule 2 (Mortgaged Property) and any other freehold or leasehold property included in the definition of Charged Property.

"Party" means a party to this Deed.

"Receiver" means a receiver, receiver or manager or administrative receiver of the whole or any part of the Charged Property.

"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 the Secured Liabilities have been irrevocably paid in full.

#### 1.2 Construction

- (A) The provisions of Clause 1.2 (Construction) of the Facility Agreement apply to this Deed as if set out in full in this Deed with all necessary changes.
- (B) Unless a contrary indication appears, a reference in this Deed to "Charged Property" includes any part of that Charged Property and the proceeds of that Charged Property.

#### 1.3 Disposition of property

The terms of the other Finance Documents and of any agreement, document or side letter between the Parties are incorporated into this Deed to the extent required for any purported disposition of all or any part of any freehold or leasehold property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

#### 2. Covenant to Pay

Each Chargor shall pay each of the Secured Liabilities in the manner provided for in the Finance Documents.

#### 3. Creation of Security

#### 3.1 Security generally

All the Transaction Security created under this Deed:

- (A) is created in favour of the Security Agent;
- (B) is created over the present and future assets of each Chargor;
- (C) is security for the payment of all the Secured Liabilities; and
- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

#### 3.2 Land

- (A) Each Chargor charges:
  - (1) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use that property, including the Mortgaged Property; and
  - (2) (to the extent that they are not the subject of a legal mortgage under Clause 3.2(A)(1)) by way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use that property.
- (B) A reference in this Deed to a mortgage or charge of any freehold or leasehold property includes:
  - (1) each and every part of that property, including the land, cellars, eaves, buildings, structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it; and
  - (2) the benefit of all rights, covenants or warranties for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those rights, covenants or warranties.

#### 3.3 Contracts

- (A) Each Chargor assigns absolutely subject to a proviso for re-assignment on redemption and without prejudice to any contractual netting and set-off provisions contained therein to the Security Agent all of its rights and interests in, to and under the Assigned Contracts to which it is a party.
- (B) To the extent that any such right described in Clause 3.3(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.3(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.

- (C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clauses 3.3(A) and 3.3(B), each Chargor charges by way of first fixed charge all of its rights under each Assigned Contract to which it is a party.
- (D) If a Chargor assigns an agreement or document under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement or document because a third party's consent has not been obtained:
  - (1) that Chargor shall notify the Security Agent promptly;
  - (2) the assignment or charge will not take effect until that consent is obtained;
  - (3) unless the Security Agent otherwise requires, that Chargor shall, and each other Chargor shall ensure that the Chargor will use reasonable endeavours to obtain the consent as soon as practicable; and
  - (4) that Chargor shall promptly supply to the Security Agent a copy of the consent obtained by it.

#### 3.4 Insurances

- (A) Each Chargor assigns absolutely to the Security Agent subject to a proviso for reassignment on redemption:
  - (1) all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest; and
  - (2) all moneys payable and all moneys paid to it under or in respect of all such contracts or policies of insurance.
- (B) To the extent that any such right described in Clause 3.4(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.4(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clause 3.4(A) or 3.4(B), each Chargor charges by way of first fixed charge all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

#### 3.5 Authorisations

Each Chargor charges by way of first fixed charge the benefit of all Authorisations held by it in relation to any Charged Property, together with the right to recover and receive compensation which may be payable to it in respect of any Authorisation.

#### 3.6 Goodwill

Each Chargor charges by way of first fixed charge its goodwill.

#### 3.7 Uncalled capital

Each Chargor charges by way of first fixed charge its uncalled capital.

#### 3.8 Floating charge

- (A) Each Chargor charges by way of first floating charge its undertaking and assets, both present and future not otherwise effectively mortgaged or charged under this Deed.
- (B) The floating charge created by each Chargor pursuant to Clause 3.8(A) is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (C) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Deed and the Security Agent may appoint an administrator to a Chargor pursuant to that paragraph.
- (D) Except as provided below, the Security Agent may convert the floating charge created by this Deed over all or any of the Charged Property into a fixed charge by notice to the relevant Chargor specifying the relevant Charged Property (either specifically or generally):
  - (1) on the occurrence of an Enforcement Event; and/or
  - (2) if the Security Agent (acting in good faith) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process.
- (E) Subject to paragraph (F) below, the floating charge created by this Clause 3.8 (Floating charge) may not be converted into a fixed charge solely by reason of:
  - (1) the obtaining of a moratorium; or
  - (2) anything done with a view to obtaining a moratorium,

under Part A1 of the Insolvency Act 1986.

- (F) Paragraph (E) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (G) If:
  - a Chargor takes any step to create any Security in breach of Clause 5.1 (Negative Pledge) over any of the Charged Property not subject to a mortgage or fixed charge;
  - (2) an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator in respect of a Chargor; or
  - (3) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Charged Property,

the floating charge over the relevant Charged Property shall automatically and immediately be converted into a fixed charge.

#### 4. Continuing Security

#### 4.1 Continuing Security

The Transaction Security created under this Deed 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.

#### 4.2 Additional Security

The Transaction Security created under this Deed:

- (A) is in addition to, and is not in any way prejudiced by, any other Security or other right now or subsequently held by any Finance Party; and
- (B) may be enforced against a Chargor without having recourse to any other rights of any Finance Party.

#### 5. Restrictions on Dealing

#### 5.1 Negative pledge

No Chargor shall create or permit to subsist any Security over any Charged Property, nor do anything which is prohibited by Clause 22.3 (*Negative pledge*) of the Facility Agreement except as permitted by the Facility Agreement.

#### 5.2 Disposals

No Chargor shall (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Charged Property except as permitted by the Facility Agreement.

#### 6. Land

#### 6.1 The Land Registry

In the case of a Chargor's existing freehold or leasehold property, that Chargor shall promptly:

- (A) and in any event within any applicable priority period, apply to the Land Registry to register the Security created or expressed to be created by the Transaction Security under this Deed;
- (B) submit to the Land Registry a duly completed form RX1 in which the Chargor applies for a restriction in the form specified by the Security Agent to be entered on the register of title to that freehold or leasehold property in respect of the Security created or expressed to be created by the Transaction Security under this Deed;
- (C) submit to the Land Registry a duly completed form CH2 in which the Chargor applies for a note of an obligation to make further loans or advances to be entered on the register of title to that freehold or leasehold property in respect of the Security created or expressed to be created by the Transaction Security under this Deed; and
- (D) pay all appropriate registration fees.

#### 6.2 Acquisitions

- (A) If a Chargor acquires any freehold or leasehold property after the date of this Deed, the Chargor shall:
  - (1) notify the Security Agent immediately;
  - (2) immediately on request by the Security Agent and at the cost of the relevant. Chargor, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that freehold or leasehold property in any form which the Security Agent may reasonably require together with such constitutional documents, corporate authorisations and other matters as the Security Agent may reasonably require to verify that such document constitutes that Chargor's legal, valid, binding and enforceable obligations;
  - (3) if title to that freehold or leasehold property is registered at the Land Registry or is required to be so registered:
    - (a) promptly and in any event within any applicable priority period, apply to the Land Registry for first registration of that freehold or leasehold property (where that freehold or leasehold property is not already registered at the Land Registry) and registration of that Chargor as the registered proprietor of that freehold or leasehold property;
    - (b) promptly and in any event within any applicable priority period, apply to the Land Registry to register the Security created or expressed to be created by the Transaction Security created under this Deed;
    - (c) promptly and in any event within any applicable priority period, submit to the Land Registry a duly completed form RX1 in which the Chargor applies for a restriction in the form specified by the Security Agent to be entered on the register of title to that freehold or leasehold property in respect of the Security created or expressed to be created by the Transaction Security created under this Deed;
    - (d) promptly submit to the Land Registry a duly completed form CH2 in which the Chargor applies for a note of an obligation to make further advances to be entered on the register of title to that freehold or leasehold property in respect of the Security created or expressed to be created by the Transaction Security under this Deed; and
    - (e) promptly pay all appropriate registration fees.
- (B) If the consent of the landlord in whom the reversion of a lease is vested is required for a Chargor to execute a legal mortgage over it, that Chargor shall not be required to perform that obligation unless and until it has obtained the landlord's consent. The relevant Chargor shall use its reasonable endeavours to obtain the landlord's consent.

#### 6.3 Deposit of title deeds

Each Chargor shall:

- (A) deposit with the Security Agent all deeds and documents of title relating to any Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of that Chargor; or
- (B) procure that its solicitors provide a solicitor's undertaking to hold the deeds and documents referred to in paragraph (A) above to the order of the Security Agent.

#### 6.4 Title Information Document

On completion of the registration of any Security in respect of its Mortgaged Property, each Chargor shall promptly supply to the Security Agent a certified copy of the Title Information Document issued by the Land Registry.

#### 6.5 Notice of assignment

- (A) Each Chargor shall immediately following an Event of Default which is continuing serve a notice of assignment, substantially in the applicable form as set out in Schedule 5 (Notice to Tenants) on each tenant of any Mortgaged Property.
- (B) Each Chargor shall use reasonable endeavours to ensure that each person referred to in Clause 6.5(A) acknowledges receipt of that notice, substantially in the applicable form as set out in Schedule 5 (*Notice to Tenants*).

#### 7. Contracts

#### 7.1 Notices of charge or assignment

- (A) Each Chargor shall promptly serve a notice of charge or assignment (as applicable), substantially in the applicable form as set out in Schedule 3 (*Notice to Counterparty to Assigned Contract*) on each counterparty to a document listed in paragraphs (C) (D) and (F) of the definition of Assigned Contracts (but only to the extent that notice has not previously been provided to any such counterparty pursuant to a Finance Document).
- (B) Each Chargor shall immediately following an Event of Default which is continuing serve a notice of charge or assignment (as applicable), substantially in the applicable form as set out in Schedule 3 (Notice to Counterparty to Assigned Contract) on each counterparty to a document listed in paragraph (E) of the definition of Assigned Contracts (but only to the extent that notice has not previously been provided to any such counterparty pursuant to a Finance Document).
- (C) Each Chargor shall use reasonable endeavours to ensure that each person referred to in Clause 7.1(A) and 7.1(B) acknowledges receipt of that notice, substantially in the applicable form as set out in Schedule 3 (*Notice to Counterparty to Assigned Contract*).

#### 8. <u>Insurances</u>

#### 8.1 Rights

(A) Subject to the rights of the Security Agent under Clause 8.1(B), each Chargor shall diligently pursue its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest, but only if and to the extent that the exercise of those rights in the manner proposed would not result in a Default.

- (B) The Security Agent may exercise (without any further consent or authority on the part of a Chargor and irrespective of any direction given by any Chargor) any of the rights of a Chargor in connection with any amounts payable to it under any of its Insurances.
- (C) Each Chargor shall take such steps (at its own cost) as the Security Agent (acting reasonably) may require to enforce those rights; this includes initiating and pursuing legal or arbitration proceedings in the name of that Chargor.

#### 8.2 Notices of charge or assignment

- (A) Each Chargor shall promptly serve a notice of assignment, substantially in the applicable form as set out in Schedule 4 (*Notice to Insurers*), on each of its insurers.
- (B) Each Chargor shall use reasonable endeavours to ensure that each person referred to in Clause 8.2(A) acknowledges receipt of that notice, substantially in the applicable form as set out in Schedule 4 (*Notice to Insurers*).

#### 9. Enforcement

#### 9.1 When enforceable

This Deed shall be immediately enforceable if an Enforcement Event occurs.

#### 9.2 Power of sale

The statutory powers of sale, of appointing a receiver and the other powers conferred on mortgagees by Section 101 of the LPA (*Powers incident to estate or interest of mortgagee*) as varied and extended by this Deed will be immediately exercisable at any time after this Security has become enforceable.

#### 9.3 Section 103 of the LPA

Section 103 of the LPA (Regulation of exercise of power of sale) shall not apply to this Deed.

#### 9.4 Section 93 of the LPA

Section 93 of the LPA (Restriction on consolidation of mortgages) shall not apply to this Deed.

#### 9.5 No liability as mortgagee in possession

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

#### 9.6 Privileges

The Security Agent, each Receiver and each Delegate is entitled to all the rights, powers and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA except that Section 103 of the LPA (*Regulation of exercise of power of sale*) shall not apply to this Deed.

#### 9.7 No duty to enquire

No person dealing with the Security Agent, any Receiver or any Delegate shall be concerned to enquire:

- (A) whether the rights conferred by or pursuant to any Finance Document are exercisable:
- (B) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (C) otherwise as to the propriety or regularity of acts purporting or intended to exercise any such rights; or
- (D) as to the application of any money borrowed or raised.

#### 9.8 Protection to purchasers

All the protection to purchasers contained in Sections 104 (Conveyance on sale) and 107 (Mortgagee's receipts, discharges etc.) of the LPA, Section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any Receiver or any Delegate.

#### 9.9 Financial collateral arrangements

- (A) To the extent that the Charged Property constitutes "financial collateral" and this Deed and the obligations of each Chargor 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:
  - (1) 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
  - (2) 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.

#### 10. Receiver

#### 10.1 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 Charged Property if:
  - (1) an Enforcement Event occurs; or

- (2) requested to do so by the Chargor.
- (B) Any appointment under Clause 10.1(A) may be by deed, under seal or in writing under hand.
- (C) 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 Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (D) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Charged Property 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.

#### 10.2 Removal

The Security Agent may by writing under hand remove any Receiver appointed by it and may appoint a new Receiver in place of any Receiver whose appointment it may have terminated.

#### 10.3 Remuneration

The Security Agent may determine the remuneration of any Receiver appointed by it and direct payment of that remuneration out of moneys received by it as Receiver. The maximum rate specified in section 109(6) of the LPA shall not apply to this Deed.

#### 10.4 Agent of Chargor

- (A) Any Receiver will be deemed to be the agent of the Chargor for all purposes. Each Chargor alone is responsible for all contracts, engagements, acts, omissions, defaults, remuneration and all other costs, losses and expenses of a Receiver and for liabilities incurred by a Receiver.
- (B) No Finance Party will incur any liability (either to a Chargor or any other person) by reason of its appointment of a Receiver or for any other reasons.

#### 10.5 Security Agent's rights

Any rights conferred by any Finance Document upon a Receiver may after this Security becomes enforceable be exercised by the Security Agent, whether or not the Security Agent shall have taken possession or appointed a Receiver of the Charged Property.

#### 11. Powers of Receiver

#### 11.1 General

- (A) A Receiver has all of the rights, powers and discretions set out below in this Clause 11 in addition to those conferred on it by any law, including all the rights, powers and discretions conferred on a receiver under the LPA and a receiver or an administrative receiver under 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 states otherwise) exercise all of the

powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

#### 11.2 Possession

A Receiver may take immediate possession of, get in and collect any Charged Property.

#### 11.3 Carry on business

A Receiver may carry on the business of a Chargor in any manner he thinks fit.

#### 11.4 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 thinks fit.
- (B) A Receiver may discharge any person appointed by a Chargor.

#### 11.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Charged Property either in priority to the Security created by this Deed or otherwise and generally on any terms and for whatever purpose which he thinks fit.

#### 11.6 Sale of assets

- (A) A Receiver may sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (B) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- (C) Fixtures, other than fixtures of any landlord or of any tenant under a Lease Document, may be severed and sold separately from the property containing them without the consent of a Chargor.

#### 117 Leases

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

#### 11.8 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 a Chargor or relating in any way to any Charged Property.

#### 11.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Charged Property which he thinks fit.

#### 11.10 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 Charged Property.

#### 11.11 Subsidiaries

A Receiver may form a Subsidiary of a Chargor and transfer to that Subsidiary any Charged Property.

#### 11.12 Delegation

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

#### 11.13 Lending

A Receiver may lend money or advance credit to any customer of a Chargor.

#### 11.14 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 Charged Property;
- (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 thinks fit.

#### 11.15 Other powers

A Receiver may:

- (A) do all other acts and things which he may consider desirable or necessary for realising any Charged Property 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 Charged Property all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Charged Property; and
- (C) use the name of a Chargor for any of the above purposes.

#### 12. Power of Attorney

#### 12.1 Appointment

Each Chargor by way of security irrevocably appoints the Security Agent, any Receiver and any Delegate severally its attorney (with full power of substitution), on its behalf and in its name or otherwise at such time and in such manner as the attorney may think fit:

- (A) to do anything which that Chargor is obliged to do under this Deed; and
- (B) to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Property, the LPA or the Insolvency Act 1986.

#### 12.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney does or purports to do in the proper exercise or intended exercise of its appointment under this Clause 12.

#### 13. Tacking

Each Finance Party shall comply with its obligations under the Finance Documents (including any obligation to make further advances).

#### 14. Delegation

#### 14.1 Delegate and sub-delegates

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

#### 14.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) as the Security Agent or any Receiver thinks fit.

#### 14.3 Liability

Neither the Security Agent nor any Receiver will be in any way liable or responsible to a Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

#### 15. Preservation of Security

#### 15.1 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of a Chargor or any security for those obligations or otherwise) is made by the Security Agent in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under the Transaction Security will continue or be reinstated as if the discharge, release or arrangement had not occurred.

#### 15.2 Waiver of defences

The obligations of each Chargor under the Transaction Security will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under the Transaction Security (and whether or not known to it or any Finance Party) including without limitation:

- (A) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (B) the release of any other 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 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;
- (D) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person;
- (E) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature) or replacement of a Finance Document or any other document or security;
- (F) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (G) any insolvency or similar proceedings.

#### 15.3 Immediate recourse

Each Chargor waives any right it may have of first requiring the Security Agent (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 that Chargor under the Transaction Security. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

#### 15.4 Appropriations

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full, any Finance Party (or any trustee or agent on its behalf) may:

- (A) refrain from applying or enforcing any other moneys, 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 no Chargor shall be entitled to the benefit of the same; and
- (B) hold in an interest-bearing suspense account any moneys received from a Chargor or on account of a Chargor's liability under the Transaction Security.

# 15.5 Deferral of Chargor's rights

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor shall 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 the Transaction Security:

- (A) to be indemnified by a Chargor or any other person;
- (B) to claim any contribution from any other guarantor of a Chargor's obligations under the Finance Documents;
- (C) 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;
- (D) to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which a Chargor has given a guarantee, undertaking or indemnity under any other Finance Document;
- (E) to exercise any right of set-off against any Chargor or other person; and/or
- (F) to claim or prove as a creditor of any Chargor or other person in competition with any Finance Party.

If a Chargor receives any benefit, payment or distribution in relation to such rights 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 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 32 (Payment mechanics) of the Facility Agreement.

### 16. Payments

# 16.1 Payments

All payments by a Chargor under the Transaction Security created under this Deed (including damages for its breach) shall be made in the currency in which the relevant amount is denominated, or if different, is payable and to such account, with such person and such other manner as the Security Agent may direct.

# 16.2 Continuation of accounts

- (A) At any time if any subsequent Security affects any Charged Property or a petition is presented or resolution passed in relation to the winding-up of a Chargor, any Finance Party may open a new account in the name of that Chargor (whether or not it permits any existing account to continue).
- (B) If a Finance Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred.

(C) No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce any Secured Liabilities unless the moneys paid in are sufficient to discharge the Secured Liabilities in full.

#### 16.3 Order of distributions

All amounts received or recovered by the Security Agent or any Receiver or Delegate in the exercise of their rights under the Transaction Security created under this Deed shall be applied in accordance with the Facility Agreement.

#### 17. Release of Security

#### 17.1 Release

At the end of the Security Period the Security Agent shall at the request and cost of the Chargors, take whatever action is necessary to release the Charged Property from the Security created by or expressed to be created by the Transaction Security created under this Deed.

#### 17.2 Retention

If the Security Agent considers that any amount paid or credited to it under a Finance Document is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have been irrevocably paid.

#### 18. Governing Law

This Deed and any non-contractual obligations and other matters arising from 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: THE CHARGORS

Name of Chargor	Jurisdiction of Incorporation or Establishment	Registration Number
Divanyx Investments Limited	British Virgin Islands	1843049
Tazzeta Limited	British Virgin Islands	1425462
Red Harmony Investments Limited	British Virgin Islands	1860161
Perola Investments Limited	British Virgin Islands	1824849
Anise Development Limited	British Virgin Islands	153718
Anise Residential Limited	British Virgin Islands	1674042
Camden Lock Market Limited	Guernsey	54305
Camden Market Holdings Corp	British Virgin Islands	78812
Ground Gilbey Limited	British Virgin Islands	458429
HWC Apartments Limited	England and Wales	11839101 S&
Canal Side Properties Limited	British Virgin Islands	1375210
Elcross Estates Limited	England and Wales	04191579
Davey Autos Limited	England and Wales	01596537
Camden Market Estate Holdings Limited	British Virgin Islands	438243
Upper Piazza (Camden) Ltd	England and Wales	05965267
Camden Market Upper Piazza Limited	British Virgin Islands	1059822
Upper Piazza Camden Limited Partnership (acting by its general partner, Upper Piazza (Camden) Ltd)	England and Wales	LP012425
Piazza (Camden) Ltd	England and Wales	05965438
Camden Market Piazza Limited	British Virgin Islands	1058267
Piazza Camden Limited Partnership (acting by its	England and Wales	LP012424

Name of Chargor	Jurisdiction of Incorporation or Establishment	Registration Number
general partner, Piazza (Camden) Ltd)		
Camden Market Estates Arches Limited	England and Wales	05535833
Triangle Extension's Limited	British Virgin Islands	667033
Tunnel Market Ltd	England and Wales	06479407
Stables Market (Camden) Limited	England and Wales	03158980
Triangle Upper Limited	British Virgin Islands	458428
London Waterbus Company Limited	England and Wales	01061531

# SCHEDULE 2: MORTGAGED PROPERTY

Property	Title	Brief description	Chargor	Verification
riopeity	number			
31 KTR	NGL715574	Land and buildings known as 31 Kentish Town Road, London NW1 8NL	Perola Investments Limited	Freehold
10 Jamestown Road	233252	Land being 4 and 6 and 10 to 26A (even) Jamestown Road London	Anise Development Limited	Freehold
Noud	NGL927360	Third and Fourth Floor, 4, 6 and 10-26a (even) Jamestown Road, Camden, London NW1 7BY	Anise Residential Limited	Leasehold
Camden Lock Market	NGL881929		Camden Lock Market Limited	Freehold
Camden Wharf	NGL809722		Red Harmony Investments Limited	Freehold
The Interchang e	NGL578105		Tazzeta Limited	Freehold
Hawley Wharf	343656	2 Torbay Street, London, NW1 8RR	Canal Side Properties Limited	Freehold
	343657	Land and buildings in the rear of 51 and 53 Kentish	Canal Side Properties Limited	Freehold
	LN144977	Town Road  Land on the east side of  Castlehaven Road, London	Ground Gilbey Limited	Freehold
	LN82827	Land on the north side of Chalk Farm Road, NW1 8AA		Freehold
	NGL310382	1 Hawley Road	Ground Gilbey Limited	Freehold
	NGL948121	6 Torbay Street	Ground Gilbey Limited	Freehold
	NGL342293	8a Torbay Street	Ground Gilbey Limited	Freehold
	NGL384527	7 Hawley Road	Ground Gilbey Limited	Freehold
	NGL385023	3 Hawley Road	Ground Gilbey Limited	Freehold
	NGL428608	5 Hawley Road	Ground Gilbey Limited	Freehold
	NGL697445	Land on the west side of Kentish town Road	Ground Gilbey Limited	Freehold
	NGL732508	4 Torbay Street, St Pancras, London	Ground Gilbey Limited	Freehold
	i V	8 Torbay Street, London, NW1 8RR		Freehold
	NGL280874	Land on the south side of Hawley Road, London	Ground Gilbey Limited	Freehold
the state of the s	and the stage of t			the state of the s

NGL727488	6 Water Lane, London and parking space, NW1 8NZ	Elcross Estates Limited	Freehold
NGL960149	Land lying to the south-east of Castlehaven Road	Ground Gilbey Limited	Leasehold
NGL960147	Land at Leybourne Road	Ground Gilbey Limited	Leasehold
	8 to 16 (inclusive) Leybourne Road, A J Autos and Haven Street, 9 Chalk Farm Road and the Land and Arches at Hawley Wharf, Leybourne Road and Haven Street, London		Leasehold
NGL889432	Land at Hawley Wharf	Ground Gilbey Limited	Leasehold
NGL864602	Land and arches at Leybourne Road	Ground Gilbey Limited	Leasehold
NGL903746	Land and arches at Water Lane, Kentish Town Road and Torbay Street, Camden,	Ground Gilbey Limited	Leasehold
NGL960148	London Land lying to south of Hawley Road	Ground Gilbey Limited	Leasehold
Marked Property HH on the unregistere d land plan below.	The small strip of unregistered land	N/A	N/A
Marked	unregistered land	N/A	N/A
Marked	The small strip of unregistered land	N/A	N/A
d land plan below. Shown shaded blue on Plans 1A, 1B and	The strip of land	N/A	N/A
1C below. Shown coloured green on Plan 2 below.	The small triangle of Land	N/A	N/A
NGL730069	Land lying to the South West side of Chalk Farm Road and on the North Side of Camden Lock Place London	Camden Market Estate Holdings Limited	Freehold

Stables Market

NGL432391	Land on the south side of Chalk Farm Road London	Camden Market Estate Holdings Limited	Freehold
NGL438094	Land on the south side of Chalk Farm Road Primrose Hill London	Camden Market Estate Holdings Limited	Freehold
NGL861189		Triangle Extensions's Limited	Freehold
BB4538 (Provisional allocated title	alah di Kabupatèn Bandaran Kabupatèn Bandaran Kabupatèn Bandaran Kabupatèn Bandaran Kabupatèn Bandaran Kabupat Kabupatèn Bandaran Kabupatèn Bandaran Kabupatèn Bandaran Kabupatèn Bandaran Kabupatèn Bandaran Kabupatèn Banda	Camden Market Estate Holdings Limited	Freehold
number) BB23793 (Provisional allocated	100 Chalk Farm Road, London	Camden Market Estate Holdings Limited	Freehold
title number) NGL976730	Land at Stables Market Chalk Farm Road London	Camden Market Estate Holdings Limited	Freehold
NGL730070	Land comprising part of Stables Market Chalk Farm Road as described in the lease.		Leasehold
NGL939822	Land comprising part of Stables Market Chalk Farm Road as described in the lease.	Holdings Limited	Leasehold
NGL861194	Railway Arches lying to the south of Chalk Farm Road, London		Leasehold
BB2851	Land lying to the south-west of Chalk Farm Road London	Camden Market Estate Holdings Limited	Leasehold
NGL899099	Land comprising part of the Triangle Building Camden London	Triangle Upper Limited	Leasehold
NGL942037	Part of Building A and B The Stables Market Chalk Farm Road London NW1 8AH	Piazza (Camden) Limited (as general partner of the Piazza Camden Limited Partnership) and Triangle Extension's Limited (as nominee for Piazza (Camden) Limited).	Leasehold
NGL942039	First second and third floors Building A and B The Stables Market Chalk Farm Road London	Proprietor: Upper Piazza (Camden) Ltd (as general partner of the Upper Piazza Camden Limited Partnership)	Leasehold

			and Triangle Extension's Limited (as nominee for Upper Piazza (Camden) Limited).	
	NGL962852	Part of Stables Market Chalk Farm Road London NW1 8AH		Leasehold
	NGL960559	Part of Stables Market Chalk Farm Road London NW1 8AH		Leasehold
565	NGL853195	Site of an electricity Sub- station at Camden Lock Place London	Tazzeta Limited	Leasehold
title nort	BB25240 (provisional- title number)	Lease by reference to lease dated 11 May 2016 of terrace area – new lease dated 24 February 2023		Leasehold
Hawley Wharf	In process of	Part Stables Market, Chalk Farm Road, London	HWC Apartments Limited	Leasehold
Residential	registration (no allocated title number) In process of	Flat 5, 14 Castlehaven Road, London NW1 8RA	HWC Apartments Limited	Leasehold
	registration (no allocated title	Flat 6, 14 Castlehaven Road, London NW1 8RA		
	number) In process of registration	Flat 4, 14 Castlehaven	HWC Apartments Limited	Leasehold
	(no allocated title number)	Road, London NW1 8RA		
	In process of registration (no allocated title	Flat 2, 14 Castlehaven Road, London NW1 8RA	HWC Apartments Limited	Leasehold
	number) In process of registration (no	Flat 1, 14 Castlehaven Road, London NW1 8RA	HWC Apartments Limited	Leasehold

allocated		· · · · · · · · · · · · · · · · · · ·	
title			
number)		170 476	المراه ما موسوسوسات
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 3, 14 Castlehaven		
(no	Road, London NW1 8RA		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 1, 6 Castlehaven Road,		
(no	London NW1 8QU		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 2, 6 Castlehaven Road,	ing the second of the second o	
(no	London NW1 8QU		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 11, 14 Castlehaven		1. The state of th
(no	Road, London NW1 8RA		
allocated	TOAG, CONGOTTIVITO OF OT		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			· <del> </del>
registration	Flat 12, 14 Castlehaven		
(no	Road, London NW1 8RA		
allocated	Road, Editadir IVVI DIVV		
The state of the s			
title			
number)		HWC Apartments Limited	Leasehold
In process		TWO Apartments Elimited	
of registration	Flat 10, 14 Castlehaven		
registration			
(no	Road, London NW1 8RA		
allocated			
title			
number)		HWC Apartments Limited	Leasehold
In process		HVVC Apartments Limited	LCascilloia
of	FILEO AN OPERADOR		
registration	Flat 8, 14 Castlehaven		
(no	Road, London NW1 8RA		
allocated			
title			
number)		LIMC Anadments Limited	Leasehold
In process	Flat 7, 14 Castlehaven	HWC Apartments Limited	Frascillia
of	Road, London NW1 8RA		
registration		ing and the second of the seco	
(no			
1.			

allocated title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 9, 14 Castlehaven		
(no	Road, London NW1 8RA		
allocated			
title			
number)		Analysis of the crisis and a second of	الالمعاممية ا
In process		HWC Apartments Limited	Leasehold
of			
	Flat 5, 6 Castlehaven Road,		
(no	London NW1 8QU		
allocated title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 3, 6 Castlehaven Road,		
(no	London NW1 8QU		
allocated			
title			
number)		THE RESERVE ASSESSMENT OF THE SECOND	Logophold
In process		HWC Apartments Limited	Leasehold
of	Elet 4 & Castlahavan Boad		11. 
registration (no	Flat 4, 6 Castlehaven Road, London NW1 8QU		
allocated	Edition MVV1 8Q0		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 6, 6 Castlehaven Road,		
(no	London NW1 8QU		
allocated			
title			
number)		HWC Apartments Limited	Leasehold
In process		TIVO Apartmenta Emilia	LOCCOTTO
registration	Flat 17, 14 Castlehaven		
(no	Road, London NW1 8RA		
allocated	, , , , , , , , , , , , , , , , , , , ,		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 19, 14 Castlehaven		
(no	Road, London NW1 8RA		
allocated			
title number)			
In process		HWC Apartments Limited	Leasehold
of	Flat 18, 14 Castlehaven		
registration	Road, London NW1 8RA		
(no			
	Bulletin and a process of the second		

allocated			
title			
number)		TUA/C Apartments Limited	Loocahold
In process	· 	HWC Apartments Limited	Leasehold
of			
registration	Flat 16, 14 Castlehaven		
(no	Road, London NW1 8RA		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 14, 14 Castlehaven		
(no	Road, London NW1 8RA		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			ere e
registration	Flat 13, 14 Castlehaven		erent j
(no	Road, London NW1 8RA		
allocated	rodd, Ediladii i i i i i i i i i i i i i i i i i i		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of		THE PARTITION ENTIRES	
registration	Flat 15, 14 Castlehaven		
(no	Road, London NW1 8RA		
allocated			
title			
number)		LIMO Apartments Limited	Leasehold
In process		HWC Apartments Limited	Leasenolu
of			eret j
registration	Flat 8, 6 Castlehaven Road,		
(no	London NW1 8QU		
allocated	the state of the s		
title			
number)		ang	f a salahada
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 9, 6 Castlehaven Road,		
(no	London NW1 8QU		
allocated			
title			
number)		gradien in de tradición de la companya de la compa La companya de la co	
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 10, 6 Castlehaven		
(no	Road, London NW1 8QU		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of	Flat 7, 6 Castlehaven Road,	•	
registration	London NW1 8QU		
(no			tanahin kacamatan dari Marahin
χ			

allocated			
title			
number)		HWC Apartments Limited	Leasehold
In process		HWC Apartments Limited	Loudelloid
of	Flat 24 14 Coetlahovan		
registration	Flat 24, 14 Castlehaven Road, London NW1 8RA		
(no allocated	Road, London NVVI ora		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 26, 14 Castlehaven		
(no	Road, London NW1 8RA		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			·
registration	Flat 25, 14 Castlehaven		
(no	Road, London NW1 8RA		
allocated			
title			
number)			أما معاضدها
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 23, 14 Castlehaven		
(no	Road, London NW1 8RA		
allocated			
title			
number)		HWC Apartments Limited	Leasehold
In process		11110 / (partitionite Entition	
registration	Flat 21, 14 Castlehaven		
(no	Road, London NW1 8RA		
allocated	, toda, Edifadir to Trans		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 20, 14 Castlehaven		
(no	Road, London NW1 8RA		
allocated			
title			
number)			الماقطة ممال
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 22, 14 Castlehaven		
(no	Road, London NW1 8RA		
allocated			
title number)			
In process		HWC Apartments Limited	Leasehold
of	Flat 12, 6 Castlehaven		
registration	Road, London NW1 8QU		
(no			
, <b>\</b> =			

allocated			· · · · · · · · · · · · · · · · · · ·
title			
number) In process of		HWC Apartments Limited	Leasehold
registration (no allocated title	Flat 13, 6 Castlehaven Road, London NW1 8QU		
number) In process of		HWC Apartments Limited	Leasehold
registration (no allocated	Flat 14, 6 Castlehaven Road, London NW1 8QU		
title			
number) In process of		HWC Apartments Limited	Leasehold
registration (no allocated	Flat 11, 6 Castlehaven Road, London NW1 8QU		
title			
number) In process of		HWC Apartments Limited	Leasehold
- ·	Flat 1, 7 Dockray Place, London NW1 8QH		
number) In process of		HWC Apartments Limited	Leasehold
registration (no allocated title	Flat 2, 7 Dockray Place, London NW1 8QH		
number) In process of		HWC Apartments Limited	Leasehold
registration (no allocated	Flat 3, 7 Dockray Place, London NW1 8QH		
title number) In process of		HWC Apartments Limited	Leasehold
registration (no allocated title	Flat 4, 7 Dockray Place, London NW1 8QH		
number) In process of registration (no	Flat 5, 7 Dockray Place, London NW1 8QH	HWC Apartments Limited	Leasehold

allocated			
title			
number)		HWC Apartments Limited	Leasehold
In process		HVVC Apartments Limited	Leasenoid
of	Fig. 6. 7 begins a Black		
registration	Flat 6, 7 Dockray Place,		
(no	London NW1 8QH		
allocated			
title			
number) In process		HWC Apartments Limited	Leasehold
In process		11110 / paraments Entered	
registration	Flat 3, 2 Dockray Place,	erikan di kacamatan di Kabupatèn Bandaran Kabupatèn Bandaran Kabupatèn Bandaran Kabupatèn Bandaran Kabupatèn B Kabupatèn Bandaran B	
(no	London NW1 8QH		
allocated	London WWY Car		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 4, 2 Dockray Place,		
(no	London NW1 8QH		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 1, 2 Dockray Place,		
(no	London NW1 8QH		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 2, 2 Dockray Place,		
(no	London NW1 8QH		
allocated			
title			
number)		LUA/C Apartments Limited	Leasehold
In process		HWC Apartments Limited	Leasenoid
of	Plui 7 7 Despies Diese		
registration	Flat 7, 7 Dockray Place,		
(no	London NW1 8QH		
allocated			
title			
number)		HWC Apartments Limited	Leasehold
In process of		TIVO Apartitionio Entitod	
· ·	Flat 8, 7 Dockray Place,		e de la companya de
registration (no	London NW1 8QH		
allocated	LONGORIANALOGUI		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of	Flat 9, 7 Dockray Place,		
registration	London NW1 8QH		
(no			

allocated			
title			
number) In process		HWC Apartments Limited	Leasehold
of			erita 1911a - Francisco Fr
registration	Flat 10, 7 Dockray Place, London NW1 8QH		
(no allocated	FOURDILIAAA LOMU		
title			
number)		LIMIC Apartments Limited	Leasehold
In process of		HWC Apartments Limited	Leasenoid
registration	Flat 11, 7 Dockray Place,		
(no	London NW1 8QH		
allocated title			
number)			
In process		HWC Apartments Limited	Leasehold
of registration	Flat 12, 7 Dockray Place,	eti. Gili	
(no	London NW1 8QH		
allocated			
title number)			
In process		HWC Apartments Limited	Leasehold
of	Fire 7 O'Daylor, Diego		
registration (no	Flat 7, 2 Dockray Place, London NW1 8QH		
allocated			
title			
number) In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 8, 2 Dockray Place,		
(no allocated	London NW1 8QH		
title			
number)		HWC Apartments Limited	Leasehold
In process of		LIMO Whattillettis Fillitien	LOGGOTTOIG
registration	Flat 5, 2 Dockray Place,		
(no	London NW1 8QH		
allocated title			
number)			r ee baarin
In process		HWC Apartments Limited	Leasehold
of registration	Flat 6, 2 Dockray Place,		
(no	London NW1 8QH		
allocated			
title number)			
In process	Flat 13, 7 Dockray Place,	HWC Apartments Limited	Leasehold
of registration	London NW1 8QH		
registration (no			

allocated			
title			
number)		LIMC Apartments Limited	Leasehold
In process		HWC Apartments Limited	Ecasciloia
registration	Flat 14, 7 Dockray Place,		
(no	London NW1 8QH		
allocated			
title number)			
In process		HWC Apartments Limited	Leasehold
of	elinate a publica place		
registration (no	Flat 15, 7 Dockray Place, London NW1 8QH		
allocated	LONGON NAVI OCCI		
title			
number)		HWC Apartments Limited	Leasehold
In process of		Tivvo Apartificino Effinos	
registration	Flat 16, 7 Dockray Place,		
(no	London NW1 8QH		
allocated title			
number)			
In process		HWC Apartments Limited	Leasehold
of	Flat 17, 7 Dockray Place,		
registration (no	London NW1 8QH		
allocated			
title			
number) In process		HWC Apartments Limited	Leasehold
. of			
registration	Flat 18, 7 Dockray Place,		
(no allocated	London NW1 8QH		
title			
number)		Litta (C. A. Leutenanto I. imitad	Leasehold
In process of		HWC Apartments Limited	Leasenoid
registration	Flat 19, 7 Dockray Place,		
(no	London NW1 8QH		
allocated			
title number)			
In process		HWC Apartments Limited	Leasehold
of	- 114 A B disconsistence		
registration (no	Flat 11, 2 Dockray Place, London NW1 8QH		
allocated	LONGON HAAR OOM		
title			
number)		HWC Apartments Limited	Leasehold
In process	Flat 12, 2 Dockray Place,	11410 i descritorito antinod	
registration	London NW1 8QH		
(no			
ergin of the second of the			

allocated			
title number)			
In process		HWC Apartments Limited	Leasehold
of			No.
registration	Flat 9, 2 Dockray Place,	tering the specific production of the second	
(no	London NW1 8QH		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 10, 2 Dockray Place,		
(no	London NW1 8QH		
allocated			
title			
number)		HWC Apartments Limited	Leasehold
In process		HAAC Abartments Finited	Leadendia
of registration	Flat 20, 7 Dockray Place,		
(no	London NW1 8QH		
allocated	London 1441 CQ11		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 21, 7 Dockray Place,		
(no	London NW1 8QH		
allocated			
title			
number)		HWC Apartments Limited	Leasehold
In process		1100 Apartments Emilion	2000011070
registration	Flat 22, 7 Dockray Place,	eri. De transporte de la companya de la	
(no	London NW1 8QH		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 23, 7 Dockray Place,		
(no	London NW1 8QH		
allocated			
title			
number)		HWC Apartments Limited	Leasehold
In process of		11440 / Apartitionio Emilion	
registration	Flat 24, 7 Dockray Place,		
(no	London NW1 8QH		
allocated			
title			
number)			
In process	Flat 25, 7 Dockray Place,	HWC Apartments Limited	Leasehold
of	London NW1 8QH		interes. Talan
registration	- Common 14841 Cont		
(no	eterikulus tiri Museuman jarah jarah sebuah		

allocated			
allocated title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 26, 7 Dockray Place,		
(no	London NW1 8QH		
allocated			
title			
number)		Transport Constitution and a state of the constitution	المامممما
In process		HWC Apartments Limited	Leasehold
of	Flat 15, 2 Dookrow Place		
registration (no	Flat 15, 2 Dockray Place, London NW1 8QH		
allocated	LONGON NVVI OQII		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 16, 2 Dockray Place,		
: (no	London NW1 8QH		
allocated			
title	anger Til de grand og skriver og skrive		
number)		HWC Apartments Limited	Leasehold
In process		HVVC Apartments Limited	Leasenoid
	Flat 13, 2 Dockray Place,		
(no	London NW1 8QH		
allocated			
title			
number)			
in process		HWC Apartments Limited	Leasehold
of			
registration	Flat 14, 2 Dockray Place,		
(no	London NW1 8QH		
allocated title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 27, 7 Dockray Place,		
(no	London NW1 8QH		
allocated			
title			
number)		LWAGO A saudin care I hasbaal	Leasehold
In process		HWC Apartments Limited	Leasenoid
of	Elet 29, 7 Dookroy Place		
registration (no	Flat 28, 7 Dockray Place, London NW1 8QH		
allocated	LONGOTHAN LOCKI		
title			
number)			
In process	Flat 29, 7 Dockray Place,	HWC Apartments Limited	Leasehold
of	London NW1 8QH		
registration			
(no			
			and the second of the second o

allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 30, 7 Dockray Place,		
(no	London NW1 8QH		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 31, 7 Dockray Place,		
(no	London NW1 8QH		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of		·	
registration	Flat 32, 7 Dockray Place,		
(no	London NW1 8QH		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of		·	
registration	Flat 33, 7 Dockray Place,		
(no	London NW1 8QH		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 19, 2 Dockray Place,		
(no	London NW1 8QH		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			4.4.4
registration	Flat 20, 2 Dockray Place,		
(no	London NW1 8QH		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 17, 2 Dockray Place,		erane Parantanan
(no	London NW1 8QH		
allocated			
title			
number)			
In process	Tigt (0. 2 Dayley) Dises	HWC Apartments Limited	Leasehold
of	Flat 18, 2 Dockray Place,		
registration	London NW1 8QH		
(no			
***			State the state of the

allocated			
title number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 23, 2 Dockray Place,		
(no	London NW1 8QH		
allocated	en de la companya de La companya de la co		
title number)			
In process		HWC Apartments Limited	Leasehold
of .			
registration	Flat 24, 2 Dockray Place,	en. 1905 - De Santon Santon, de Santon (Santon Santon Santon Santon Santon Santon Santon Santon Santon Santon Santo	
(no	London NW1 8QH		
allocated			
title number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 21, 2 Dockray Place,		
(no	London NW1 8QH		
allocated title	in the state of the		
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 22, 2 Dockray Place,		
(no allocated	London NW1 8QH		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 2, 1 Water Lane, London NW1 8NZ		
(no allocated	LONGON NAVY ONZ		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of	Elat 2 4 Materil can		
registration (no	Flat 3, 1 Water Lane, London NW1 8NZ		
allocated			
title			
number)		THE PARTY AND DESCRIPTION OF THE PARTY OF TH	Lacachald
In process		HWC Apartments Limited	Leasehold
of registration	Flat 6, 1 Water Lane,		
(no	London NW1 8NZ		
allocated			
title			
number)		HWC Apartments Limited	Leasehold
In process	Flat 8, 1 Water Lane,	Tive O repartition to Entitled	<u> </u>
registration	London NW1 8NZ	interior de la companya de la compa La companya de la co	
(no	ing takan 1911. Panganan ang		
each of the second of the		and the first of the control of the	

allocated title number) In process of		HWC Apartments Limited	Leasehold
registration (no allocated title number)	Flat 9, 1 Water Lane, London NW1 8NZ		
In process of		HWC Apartments Limited	Leasehold
registration (no allocated title	Flat 7, 1 Water Lane, London NW1 8NZ		
number) In process of		HWC Apartments Limited	Leasehold
(no allocated	Flat 5, 1 Water Lane, London NW1 8NZ		
title number) In process of		HWC Apartments Limited	Leasehold
registration (no allocated title	Flat 4, 1 Water Lane, London NW1 8NZ		
number) In process of registration	Flat 1, 1 Water Lane,	HWC Apartments Limited	Leasehold
(no allocated title	London NW1 8NZ		
number) In process of		HWC Apartments Limited	Leasehold
registration (no allocated title number)	Flat 3, 2 Water Lane, London NW1 8HY		
In process of registration (no	Flat 1, 2 Water Lane, London NW1 8HY	HWC Apartments Limited	Leasehold
allocated title number)			
In process of registration (no	Flat 2, 2 Water Lane, London NW1 8HY	HWC Apartments Limited	Leasehold

allocated			
title number)		THE PARTY OF THE P	Tassalala
In process of		HWC Apartments Limited	Leasehold
registration (no	Flat 11, 1 Water Lane, London NW1 8NZ		
allocated			
title number)			
In process		HWC Apartments Limited	Leasehold
registration (no	Flat 12, 1 Water Lane, London NW1 8NZ		
allocated	LONGON IVVV I OIVE		
title number)			
In process		HWC Apartments Limited	Leasehold
registration (no	Flat 15, 1 Water Lane, London NW1 8NZ	ung United States (1984)	
allocated	London 14441 O142		
title number)			
In process		HWC Apartments Limited	Leasehold
registration (no	Flat 17, 1 Water Lane, London NW1 8NZ		
allocated	LONGONTITUTE		
title number)		Otoro A. Control of Control	المالم المحمد المالة
In process of		HWC Apartments Limited	Leasehold
registration (no	Flat 18, 1 Water Lane, London NW1 8NZ		
allocated			
title number)		TAXAN X all and the I take I	الالمناجمين ال
In process		HWC Apartments Limited	Leasehold
registration (no	Flat 16, 1 Water Lane, London NW1 8NZ		
allocated title			
number)		HWC Apartments Limited	Leasehold
In process of		HVVC Apartments Littlited	Leasenoid
registration (no	Flat 14, 1 Water Lane, London NW1 8NZ		
allocated title			
number)		HWC Apartments Limited	Leasehold
In process of	Flat 13, 1 Water Lane, London NW1 8NZ	TWO Apartments conted	LOGOCHOIG
registration (no			
ee oo o			

allocated			
title			
number)		UNIC Apartments Limited	Leasehold
In process		HWC Apartments Limited	Leasendiu
of	Flot 10, 1 Water Land		
registration (no	Flat 10, 1 Water Lane, London NW1 8NZ		
allocated	LONGON NAVA CIAZ		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 6, 2 Water Lane,		
(no	London NW1 8HY		
allocated			
title			
number)		13/8/00 6	أوامطممهما ا
In process		HWC Apartments Limited	Leasehold
of	Flat 4, 2 Water Lane,		ing the second of the second o
registration (no	London NW1 8HY		
allocated	Edition 14441 Citi		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 5, 2 Water Lane,		
(no	London NW1 8HY		
allocated			
title			
number)		HWC Apartments Limited	Leasehold
In process		11000 / partitioned Entition	20000
registration	Flat 20, 1 Water Lane,		
(no	London NW1 8NZ		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 21, 1 Water Lane,		
(no allocated	London NW1 8NZ		
the state of the s			
title number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 24, 1 Water Lane,		
(no	London NW1 8NZ		
allocated			
title			
number)		LIVATO Amashmania I imitad	Leasehold
in process	Flat 26, 1 Water Lane,	HWC Apartments Limited	Leasenoiu
of registration	London NW1 8NZ		
registration (no			
(III)			
	en and the contract of the con		the state of the s

allocated			
title			
number) In process		HWC Apartments Limited	Leasehold
of		111101 (partition)	
and the second s	Flat 27, 1 Water Lane,		
(no	London NW1 8NZ		
allocated	London Provincia		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 25, 1 Water Lane,		
(no	London NW1 8NZ		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 23, 1 Water Lane,		
(no	London NW1 8NZ		
allocated			
title			
number)		HWC Apartments Limited	Leasehold
In process		HVVC Apartments Limited	Leasenoid
of	Flat 22, 1 Water Lane,		
registration (no	London NW1 8NZ		
allocated	LONGON NOVI ONZ		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			tagt.
registration	Flat 19, 1 Water Lane,		international design of the second se
(no	London NW1 8NZ		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			tere.
registration	Flat 9, 2 Water Lane,		
(no	London NW1 8HY		
allocated			
title			
number) In process		HWC Apartments Limited	Leasehold
of		THE THE THE THE TENT	
registration	Flat 7, 2 Water Lane,		talian.
(no	London NW1 8HY		
allocated			
title	i di salah dari dari dari dari dari dari dari dari		
number)			
In process	Flat 8, 2 Water Lane,	HWC Apartments Limited	Leasehold
of	London NW1 8HY		
registration	LONGON 1444 FORT		
(no			

allocated			
title			
number)		Thate Assuments I willed	Lagophald
In process		HWC Apartments Limited	Leasehold
of	g Night ann an Air an Air ann an Air ann an A		
registration	Flat 28, 1 Water Lane,		
(no	London NW1 8NZ		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
. of			
registration	Flat 29, 1 Water Lane,		
(no	London NW1 8NZ		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			ing.
registration	Flat 32, 1 Water Lane,		
(no	London NW1 8NZ		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 34, 1 Water Lane,		
(no	London NW1 8NZ		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
1	Flat 35, 1 Water Lane,		
(no	London NW1 8NZ		
allocated	LONGON 14441 OT42		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of		The state of the second	
registration	Flat 33, 1 Water Lane,		
(no	London NW1 8NZ		
allocated	FOURDITIANT OLAS	in profession of a first term parameter (parameter sector). The History of the profession of the sector of the sec	
title			
number)		HWC Apartments Limited	Leasehold
In process of		TIVE OF IPARAMOTICS CHINCOG	
	Flat 31, 1 Water Lane,		
registration	London NW1 8NZ		
(no allocated	LONGOT NAAL ONG		
· · · · · · · · · · · · · · · · · · ·			
title			
number)		HWC Apartments Limited	Leasehold
In process	Flat 30, 1 Water Lane,	TIVVO Apariments Limiteu	_Caselloid
of	London NW1 8NZ		Magazia Geografia
registration		entre aggregation de la companya de Na companya de la co	
(no			
for the second second		truta interior et et igne tra i ligit ign	

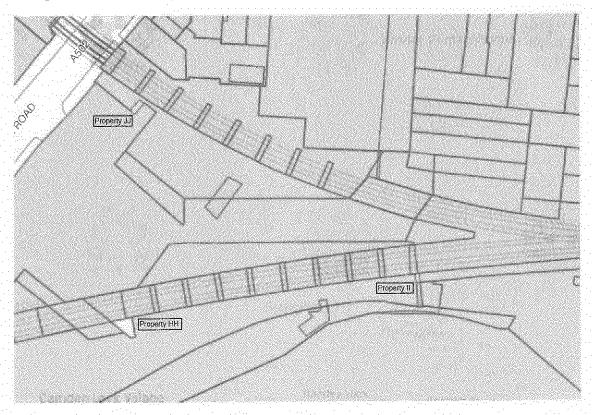
allocated			
title			
number)		nn ywalazi kaonomodolo i edaladzi	المالم ما منصحانا
In process		HWC Apartments Limited	Leasehold
of	i de la companya de La companya de la co		
-	Flat 36, 1 Water Lane,		Markey Contract
(no	London NW1 8NZ		
allocated			
title			
number)		LONG AND LINE LEVEL DESCRIPTION	المامطممت
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 12, 2 Water Lane,		
(no	London NW1 8HY		
allocated			
title			
number)		to the state of the period of the market	الواسوانيديدا
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 11, 2 Water Lane,		
(no	London NW1 8HY		
allocated			
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 10, 2 Water Lane,		
(no	London NW1 8HY		
allocated			
title			
number)			
in process		HWC Apartments Limited	Leasehold
of			
registration	Flat 37, 1 Water Lane,		
· (no	London NW1 8NZ		
allocated			
title			
number)			and the second s
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 38, 1 Water Lane,		
(no	London NW1 8NZ		
allocated			
title			
number)		rayes a communication and a	الداه حاج حاج ا
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 41, 1 Water Lane,		
(no	London NW1 8NZ		
allocated			
title			
number)	and a great section of the first of the galler of the great of the section of the	THORATA Williams and Thinks	Loosahald
In process	Flat 43, 1 Water Lane,	HWC Apartments Limited	Leasehold
of	London NW1 8NZ		
registration			
(no			

allocated			
title number)			
In process	ang kanang menghilipan di kanang kanang Kanang kanang kanan	HWC Apartments Limited	Leasehold
of			
registration	Flat 42, 1 Water Lane,		
(no	London NW1 8NZ		
allocated			
title			
number)		UNAIC Aportmonto Limitad	Leasehold
In process		HWC Apartments Limited	Leaselloid
of registration	Flat 40, 1 Water Lane,		
(no	London NW1 8NZ		
allocated	LONGON INVVI ONZ		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 39, 1 Water Lane,		
(no	London NW1 8NZ		
allocated title			
number)			
In process		HWC Apartments Limited	Leasehold
of			
registration	Flat 44, 1 Water Lane,		
(no	London NW1 8NZ		
allocated			
title			
number)		HWC Apartments Limited	Leasehold
In process		TIVO Apartments clinited	Leadonola
registration	Flat 20, Horne House, 2		
(no	Torbay Lane, London NW1		
allocated	8HW		
title			
number)			r sissing rin.
In process		HWC Apartments Limited	Leasehold
of	Flat 21, Horne House, 2		
registration	Torbay Lane, London NW1		
(no allocated	8HW		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of	Flat 22, Horne House, 2		
registration	Torbay Lane, London NW1	dig ada palabahan dari	
(no	8HW		
allocated			
title number)			
In process	Flat 19, Horne House, 2	HWC Apartments Limited	Leasehold
of	Torbay Lane, London NW1		en de la companya de La companya de la co
registration	8HW		
(no			

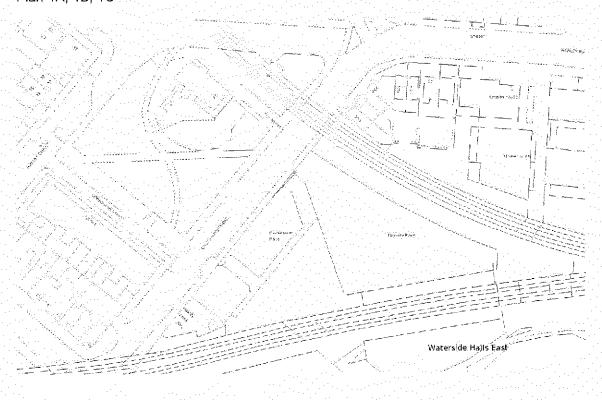
title			
number)			
In process		HWC Apartments Limited	Leasehold
of	Flat 24 Harra Hause 2		tanna (m. 1941).
registration	Flat 24, Horne House, 2		
(no	Torbay Lane, London NW1		
allocated	8HW		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of		•	
registration	Flat 25, Horne House, 2		
(no	Torbay Lane, London NW1		
allocated	8HW		
title			
number)	er i de la companya di Arra di Managara di Managara di Managara. Managara di Managara di Man		
•		HWC Apartments Limited	Leasehold
In process of		114407 (00) (1110) 110 Emilion	
	Flat 26, Horne House, 2		
registration	Torbay Lane, London NW1		
(no	8HW		
allocated			
title			
number)		HWC Apartments Limited	Leasehold
In process		. HWO Apartments Limited	LCGOCHOIG
of	Flat 23, Horne House, 2		
registration	Torbay Lane, London NW1		
(no	8HW		
allocated			
title			
number)		The second of th	Lannahald
In process		HWC Apartments Limited	Leasehold
of	Flat 28, Horne House, 2		
registration	Torbay Lane, London NW1		
(no	8HW		
allocated	7. LA A		
title			
number)		and the state of the	10.000 276 2720
In process		HWC Apartments Limited	Leasehold
of	Flat 29, Horne House, 2		
registration	Torbay Lane, London NW1		
. (no	8HW		
allocated	OLIVA		
title			
number)			
In process		HWC Apartments Limited	Leasehold
of	Flat 20. Harma Harras 2		
registration	Flat 30, Horne House, 2	Alternative of the second second second second	
(no	Torbay Lane, London NW1		
allocated	8HW		
title			
number)			
In process	Flat 27, Horne House, 2	HWC Apartments Limited	Leasehold
of	Torbay Lane, London NW1	at the second of	
registration	8HW		
(no			
•			

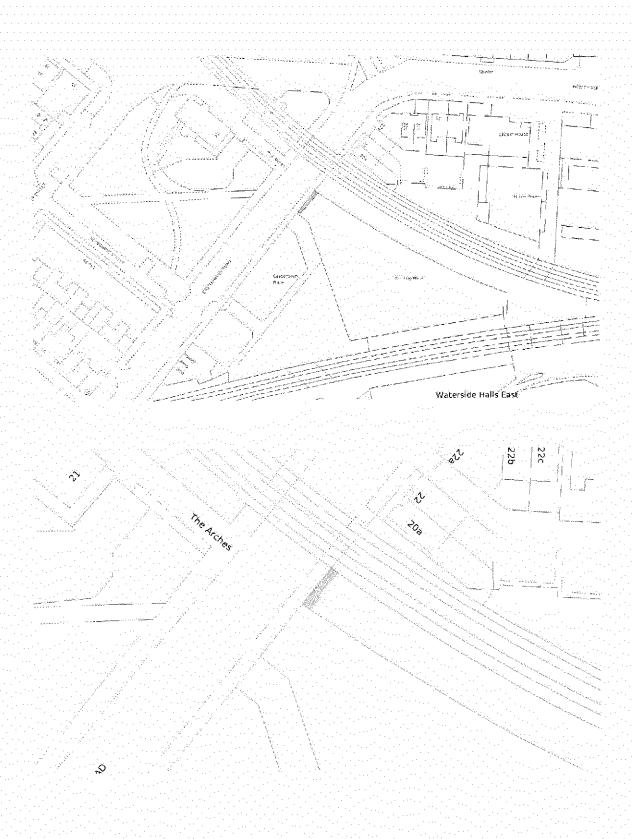
allocated title number)			r diagnitin
In process of		HWC Apartments Limited	Leasehold
registration	Flat 32, Horne House, 2 Torbay Lane, London NW1		
(no allocated	8HW		
title			
number)		1 WAIO Assessments I invited	Leasehold
In process of		HWC Apartments Limited	Leasenoid
registration	Flat 33, Horne House, 2 Torbay Lane, London NW1		engalar Bandaran Salah Salah Bandaran
(no allocated	8HW		
title			
number)		HWC Apartments Limited	Leasehold
In process	Tier ou Trans Deser o	1100 Apartments Elimited	Ecasonora
registration	Flat 34, Horne House, 2 Torbay Lane, London NW1		
	TOIDAY LAIR, LONGON 1444		
(no allocated	8HW		
allocated title			
allocated title number)		HWC Apartments Limited	Leasehold
allocated title number) In process of	8HW	HWC Apartments Limited	Leasehold
allocated title number) In process of registration	8HW  Flat 31, Horne House, 2  Torbay Lane, London NW1	HWC Apartments Limited	Leasehold
allocated title number) In process of	8HW Flat 31, Horne House, 2	HWC Apartments Limited	Leasehold
allocated title number) In process of registration (no	8HW  Flat 31, Horne House, 2  Torbay Lane, London NW1	HWC Apartments Limited	Leasehold

### Unregistered Land Plan

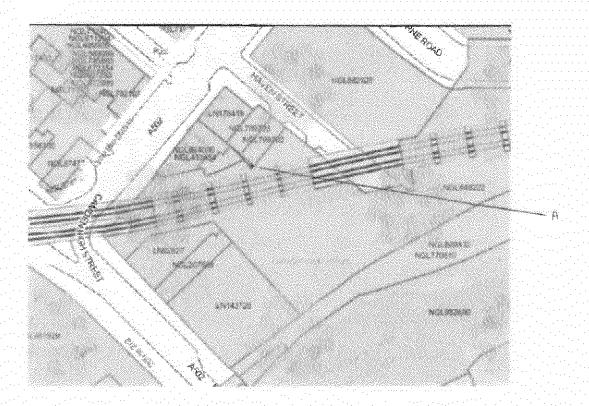


Plan 1A, 1B, 1C





Plan 2



### SCHEDULE 3: NOTICE TO COUNTERPARTY TO ASSIGNED CONTRACT

To:

088304/088304-00044/NIAR 49 L\_LIVE\_EMEA1:104697300v9

Counterparty]				
Address: [•]				
[Date]				
Dear Sirs,				
Investments Limited Agent") (the "Securior for the Secured Pair	es notice to you that unde d as a chargor amongst oth ty Agreement") we have as ties referred to in the Sect and to [describe agreement	ners and UBS AG a ssigned to the Secu urity Agreement) all	as Security Agent ( urity Agent (as agen of our present and	the " <u>Security</u> It and trustee
Agreement, None of	e under the Agreement to p f the Security Agent, its age ition or liability to you under	nts, any receiver or	any other person w	us under the ill at any time
you should continue from the Security Ag Agreement) has occ	to exercise all of our rights, at to give notices under the Agent to the contrary stating the curred. In this event, all the by, and notices must be givent.	Agreement to us, un nat an Enforcement rights, powers and «	iless and until you r Event (as defined in discretions under th	eceive notice in the Security ie Agreement
Agreement without consents which are	e have agreed not to amer the prior consent of the S administrative or technical i ce the Security Agent.	ecurity Agent, save	e for amendments,	waivers and
We confirm that you from us and without instructions.	u may comply with the inst it enquiry by you as to the	ructions in this lette justification for or v	er without any further validity of any notic	er permission e, request or
This notice and any it are governed by E	non-contractual obligations English taw.	and other matters	arising from or in co	nnection with
Please acknowledg of this notice and re	e receipt of this notice by sturning that copy to the Se	signing the acknow curity Agent at [•], r	ledgement on the a marked for the atter	attached copy ntion of [•].
For and on behalf o [•] as Chargor				

rod doublestat	
[On duplicate]  We acknowledge receipt of the Notice of Assignment of which the	is is a conv and agree to comply
with its terms. We confirm that we have not received any other notice that any other person claims any rights in respect of the Ag	otice of assignment or charge or
For and on behalf of [Counterparty]	
Date:	

### SCHEDULE 4: NOTICE TO INSURERS

To: [	Insure	rs]
Address	ii 	[•]
[Date]		

Dear Sirs

This letter constitutes notice to you that under a security agreement dated [•] between Divanyx Investments Limited as a chargor amongst others and UBS AG as Security Agent (the "Security Agent") (the "Security Agreement") we have assigned to the Security Agent (as agent and trustee for the Secured Parties referred to in the Security Agreement) all of our present and future right, title and interest in and any contract of insurance taken out with you by or on behalf of us or under which we have a right to claim (the "Insurances").

- All moneys payable by you to each Chargor in respect of the Insurances other than third party Insurances shall be paid as directed by each Chargor, unless and until you receive written notice from the Security Agent to the contrary stating that an Enforcement Event (as defined in the Security Agreement) has occurred, in which event you should make all future payments as then directed by the Security Agent. Thereafter we shall cease to have any right to deal with you in relation to the Insurances and from that time you should deal only with the Security Agent.
- 2. Subject to any applicable legislation and despite the assignments referred to above, all sums in respect of any claim under any third-party Insurance by an insured party shall be paid:
  - (A) directly to the person whose claim(s) constitute(s) the risk or liability insured against, provided that such person has executed a discharge of all claims against each insured party in respect of the risk or liability in relation to which the claim was made; or
  - (B) (despite any policy term to the contrary) to the extent that insurers accept liability to indemnify the insured party in respect of the claims or liabilities which the insured party has settled directly with the claimant, to the relevant insured party, unless the insured party is the Chargor, in which case such sums shall be paid as directed by the Chargor, unless and until you receive written notice from the Security Agent after the security has become enforceable to the contrary, in which event you should make all future payments as then directed by the Security Agent. Thereafter we shall cease to have any right to deal with you in relation to the third-party Insurances and from that time you should deal only with the Security Agent.
- 3. You are authorised to disclose information in relation to the Insurances to the Security Agent on their request.
- This authority and instruction may only be revoked or amended with the prior written consent of the Security Agent.

This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

Please acknowledge receipt of this notice, and confirm that you will pay all moneys in respect of the Insurances as directed by or pursuant to this notice, by signing the acknowledgement on the

tached copy of this notice and returning that copy to the Security Agent at [•], marked for tention of [•].	the
or and on behalf of	
s Chargor	

[On duplicate]	
We acknowledge receipt of the Notice of Assignment of which this is a copy and agree to comp with its terms. We confirm that we have not received any other notice of assignment or notice the any other person claims any rights in respect of the Insurances.	oly nat
For and on behalf of [Insurers]	
Date:	

# SCHEDULE 5 : NOTICE TO TENANTS To: [Tenant]

[Date]

Dear Sirs.

This letter constitutes notice to you that under a security agreement dated [•] between Divanyx Investments Limited as a chargor amongst others and UBS AG as Security Agent (the "Security Agent") (the "Security Agreement") we have assigned to the Security Agent (as agent and trustee for the Secured Parties referred to in the Security Agreement) all of our present and future right, title and interest in and to [describe lease] (the "Lease Document"). Your landlord, [•], has provided a guarantee and security to the Security Agent under the terms of the related financing.

Following receipt of a notice from the Security Agent that an Enforcement Event (as defined in the Security Agreement) has occurred, we irrevocably instruct and authorise you to pay any rent payable by you under the Lease Document to such account specified by the Security Agent in such notice or any other account subsequently notified by the Security Agent in writing (the "Rent Account").

We will remain liable under the Lease Document to perform all the obligations assumed by us under the Lease Document. 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 Document.

We confirm that you may comply with the instructions in this letter without any further permission from us and without enquiry by you as to the justification for or validity of any notice, request or instructions.

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 notice and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

Please acknowledge receipt of this notice, and confirm that you will pay all moneys in respect of the Lease Document as directed by or pursuant to this notice, by signing the acknowledgement on the attached copy of this notice and returning that copy to the Security Agent at [•], marked for the attention of [•].

1					
For and on bel	half of		· . * · * * .		
[*]			1	lette.	
as Chargor					
		٠, ٠٠٠٠			
	1997	100	100	1000	11.

[On duplicate]

We confirm that we	eceipt of the notice of which the have not received any other sany rights in respect of the L	notice of assignme	ree to comply with its nt or charge or notice	terms. that any
We accept the instr	ructions contained in the notic	æ		
interest in, or has r	e have not received any notic made or will be making any c Chargor under or in respect of	aim or demand or	taking any action in re	espect of,
For and on behalf o	of			
Date:				

### **EXECUTION PAGES TO SECURITY AGREEMENT**

### The Chargors

Executed as a deed by **Divanyx Investments**Limited a company incorporated in the British

Virgin Islands, acting by

YOUN CARRY Who, in accordance with the laws of that territory, is acting under the authority of the company.

Signature in the name of the company

Divanyx Investments Limited

Signature of Authorised signatory

Address:

Email:

Attention:  $A_{2aa}$   $B_{2aa}$ 

Executed as a deed by Tazetta Limited a company incorporated in the British Virgin Islands, acting by Eyeon BADFUNEL, who, in accordance with the laws of that territory, is acting under the authority of the company.

Signature in the name of the company

Tazetta Limited

Signature of Authorised signatory

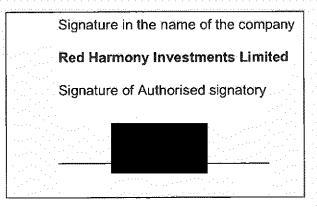
Address:

Email:

Attention: Annow Brunuzz

088304/088304-00044/NIAR

Executed as a deed by Red Harmony Investments Limited a company incorporated in the British Virgin Islands, acting by BYLON BARFONVEL, who, in accordance with the laws of that territory, is acting under the authority of the company.





Executed as a deed by Perola Investments
Limited a company incorporated in the British
Virgin Islands, acting by
ESCON CARFONNEL who, in accordance
with the laws of that territory, is acting under
the authority of the company.

Signature in the name of the company

Perola Investments Limited

Signature of Authorised signatory

Address:
Email:

Attention: AMEN BRUNNED

Signature in the name of the company Executed as a deed by Anise Development Limited a company incorporated in the British Islands. acting **Anise Development Limited** Virgin EYLON GAZFONKEL Who, in accordance with the laws of that territory, is acting under Signature of Authorised signatory the authority of the company. Address: Email: Attention: AAZON BRUNNIZZ Signature in the name of the company Executed as a deed by Anise Residential Limited a company incorporated in the British **Anise Residential Limited** Virgin Islands, acting EYLON CARFUNEELWho, in accordance with the laws of that territory, is acting under Signature of Authorised signatory the authority of the company. Address: Email:

Attention: AMON BRUNNED

Executed as a deed by Camden Lock Market Limited a company incorporated in Guernsey, acting by Eyon GARFUNKEL who, in accordance with the laws of that territory, is acting under the authority of the company.

Signature in the name of the company

Camden Lock Market Limited

Signature of Authorised signatory



Executed as a deed by Camden Market Holdings Corp a company incorporated in the British Virgin Islands, acting by ASCONTEL, who, in accordance with the laws of that territory, is acting under the authority of the company.

Signature in the name of the company

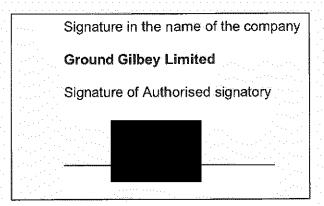
Camden Market Holdings Corp

Signature of Authorised signatory

	the state of the s	
Address:		
Email:		
Attention: AARON BRUNNEZ		

Executed as a deed by **Ground Gilbey Limited** a company incorporated in the British
Virgin Islands, acting by

<u>RSCON GAZFONKEL</u>, who, in accordance
with the laws of that territory, is acting under
the authority of the company.



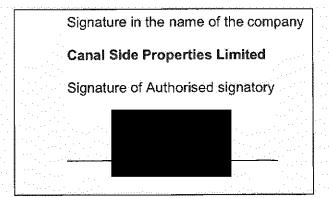
Address:
Email:

Attention: AARON BRUNNED

EXECUTED as a DEED by		
CVIAN CARENIZI		
CYLON GARFUNKEL		rena e a gran e es e ejeje e e e e e
for and on behalf of HWC Apartments		(Signature)
Limited		
in the presence of:		
WITNESS:		
Signature		
Name KATE BEZVSKO	21/4	
Name SIZZUSIZO	*****	
Address		
Maranta and Landau and Carlos and		
Occupation ADMIN ASSISTA	· ·	
Occupation HUMASS/3/A		
A Channel Con		
Address:		
ili ja valgaselis. Valta valta va	en de la composition de la composition La composition de la	
Email:		
Ellidii.		
		egy at the configuration

Attention: Acres Drunner

Executed as a deed by Canal Side Properties Limited a company incorporated in the British Virgin Islands, acting by Eycon GADFUNDWho, in accordance with the laws of that territory, is acting under the authority of the company.



	and the second of the second of the second		<u>and the second of the second </u>	
				ŀ
Address:				ı.
71001000.				ŀ
				ŀ
				ŀ
e de la companya de		 	 	
Email:			 	
EIIIOII.				

Attention: Aaran Brunnet

EXECUTED as a DEED by  Escara Care Course C  for and on behalf of Elcross Estates Limited in the presence of:  WITNESS: Signature  Name  Address  Occupation  Address:  Email:	EVECUTED as a DEED by		
for and on behalf of Elcross Estates Limited in the presence of:  WITNESS: Signature Name Address  Occupation  Address:	EXECUTED as a DEED by		
for and on behalf of Elcross Estates Limited in the presence of:  WITNESS: Signature Name Address  Occupation  Address:  (Signature)			
Limited in the presence of:  WITNESS: Signature Name Address  Occupation  ADMIN ASSISTANT  Address:	EGON GAZFUNKEL	i matara and a matara mata	्रक्षा कर कर कर कर के किए के कर के किए क
in the presence of:  WITNESS: Signature  Name  Address  Occupation  Address:		)\$ [	(Signature)
WITNESS: Signature  Name  Address  Occupation  Address:			
Name Address  Occupation  Address:	in the presence of:		
Name Address  Occupation  Address:	MUTAIFOC.		
Name  Address  Occupation  ADMIN ASSISTANT  Address:	WITNESS:		
Name  Address  Occupation  ADMIN ASSISTANT  Address:	Signatura		
Address Occupation  ADMIN ASSISTANT  Address:			
Address:  Address:	Name LATE BEZUSI	LOVA-	
Occupation ASSISTANT  Address:			
Occupation ASSISTANT  Address:	Address		
Address:			
Address:			
Address:	ATTICLE AND	The second se	
	Occupation ADM ASS	13/170/	
Email:	Address:		
Email:			
Email:			
	The second of the		
	Email:		
	The second secon		
Attention: Acron Bounner	Attention: Auron Brunner		

EXECUTED as a DEED by	
BYLON GARFUNKE L for and on behalf of Davey Autos Limited in the presence of:	(Signature)
WITNESS:	
Signature	
Name LATE REJUSKOUA	
Address	
Occupation ADMIN ASSISTANT	
Occupation #17770 #33/ \$7#MI	
Address:	
Email:	
Attention: Rown Browner	
Executed as a deed by Camden Market Estate Holdings Limited a company incorporated in the British Virgin Islands, acting by ESLON GAPFONEOWHO, in accordance with the laws of that territory, is	Signature in the name of the company  Camden Market Estate Holdings  Limited
acting under the authority of the company.	Signature of Authorised signatory
Address:	
Email:	
Attention: Acron Samer	

EXECUTED as a DEED by		
ESCON GARFUNKEL		
for and on behalf of <b>Upper Piazza (Camden)</b> Ltd in the presence of:		(Signature)
WITNESS:		
Signature		
Name KME BEZUSICOVA		
Address		
Occupation ADMIN ASSISTANT		
Address:		
Email:		
Attention: Acron Brunnor		
Executed as a deed by Camden Market Upper Piazza Limited a company incorporated in the British Virgin Islands, acting by EYLON BARFUNDE who, in accordance with the laws of that territory, is	Camden Marke Limited	
acting under the authority of the company.	Signature of Auth	onsed signatory
Address:		
Email:		

Attention: Acron Drumer

EXECUTED as a DEED by		
EYLON GARFUNKEL		
for and on behalf of Upper Piazza (Climited Partnership acting by its grantner, Upper Piazza (Camden) Li	eneral	(Signature)
in the presence of:		
WITNESS:		
Signature		
Name LATE BE 208	levit-	
Address		
Occupation ADMIN ASSI.	STAUT	
Address:		
Email:		
Attention: Acron Brunner		

EXECUTED as a DEED by		
EYCON GARFUNKEL for and on behalf of Piazza (Camden)		(Signature)
Limited in the presence of:	598	(Oignaturo)
WITNESS:		
Signature		
Name LATE ZEZUS	KOVA	
Address		
Occupation ADMIN ASSIS	774VT	
Address:		
Email:		
Attention: Acron Brunner		

Executed as a deed by Camden Market Piazza Limited a company incorporated in the British Virgin Islands, acting by By On Carrowal who, in accordance with the laws of that territory, is acting under the authority of the company.

Signature	in the nam	e of the co	ompany
Camden Limited	Market	W - W	Piazza
Signature	of Authoris	ed signato	ory

		***		
Address:				
	 		 	. •
Email:			ata atauta,	
Email.				
			 Arrest Margaret	4000

Attention: Agran Brunner

## **EXECUTED** as a **DEED** by ESLON GARFUNKEL for and on behalf of Piazza (Camden) Limited Partnership, acting by its general partner Piazza (Camden) Limited in the presence of: WITNESS: Signature LATE BEZUSILOVA Name Address ADMIN ASSISTANT Occupation Address: Email: Attention: Awon Brunner

(Signature)

EXECUTED as a DEED by		
EYLON GAZFUNKEL		
for and on behalf of Camden Market Estates	en e	(Signature)
Arches Limited		
in the presence of:		
WITNESS:		
Signature		
Name LATE BEZUSKOW		
Address		
Occupation ADHIN ASSISTANT		
Address:		
Email:		
Attention: Auton Brumer		

Executed as a deed by **Triangle Extension's Limited** a company incorporated in the British
Virgin Islands, acting by Exercise
Who, in accordance with the laws of that territory, is acting under the authority of the company.

Signature in the name of the company

Triangle Extension's Limited

Signature of Authorised signatory

Address:
Email:

Attention: Acros Brunner

EXECUTED as a DEED by	
EGLON GAZFUNKEL	
for and on behalf of Tunnel Ma	rket Ltd
in the presence of:	
WITNESS:	
Signature	
Name /////2 2	BEZUSKOVA
Address	
Occupation ADMIN /	48818THUT
Address:	
Email:	
Attention: Acron Brunner	

(Signature)

# EXECUTED as a DEED by BYLON CARFUNCE ( for and on behalf of Stables Market (Camden) Limited in the presence of: WITNESS: Signature Name Address Occupation Address: Email: Attention: Agran Bouner

Executed as a deed by **Triangle Upper Limited** a company incorporated in the British
Virgin Islands, acting by ENEROW CARROLL
who, in accordance with the laws of that
territory, is acting under the authority of the
company.

Signature in the name of the company

Triangle Upper Limited

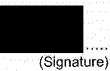
Signature of Authorised signatory

Address:
Email:

Attention: Auran Brumer

### **EXECUTED** as a **DEED** by

BYLON GARPUNKEL



for and on behalf of London Waterbus (
Company Limited

in the presence of:

WITNESS:
Signature

Name LATE BEZUSIOUT

Address

Address:
Email:

Attention: Acron Bruner

# The Security Agent SIGNED by Print name Signature And Matthias Berger Print name The Security Agent Mehmet Inkaya Mehmet Inkaya Mehmet Inkaya Mehmet Inkaya Mehmet Inkaya Mehmet Inkaya Print name Signature Matthias Berger Print name Signature Address:

Attention: Beata Lukacs

Email:
Cc: