



**Registration of a Charge**

Company name: **PINBOARD NOMINEE 2 LIMITED**

Company number: **06194778**

Received for Electronic Filing: **29/04/2020**



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**Details of Charge**

Date of creation: **23/04/2020**

Charge code: **0619 4778 0004**

Persons entitled: **SECURE TRUST BANK PLC**

Brief description: **ALL THAT LEASEHOLD PREMISES KNOWN AS LAND AT QUEENSBRIDGE HOUSE, UPPER THAMES STREET, LONDON AS THE SAME IS REGISTERED AT HM LAND REGISTRY UNDERTITLE NUMBER AGL425514 AND ALL THAT LEASEHOLD PREMISES KNOWN AS QUEENSBRIDGE HOUSE SOUTH, UPPER THAMES STREET, LONDON AS THE SAME IS REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER AGL41 7394, ALL THOSE LEASEHOLD PREMISES KNOWN AS QUEENSBRIDGE HOUSE SOUTH, UPPER THAMES STREET, LONDON AS THE SAME IS REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER AGL417396 AND ALL THE LEASEHOLD PROPERTY DEMISED BY THE QUEENS QUAY LEASE (AS THAT TERM IS DEFINED IN THE DEVELOPMENT AGREEMENT) BEING THAT LEASEHOLD PROPERTY KNOWN AS BEING PART BASEMENT, GROUND AND FIRST FLOORS, QUEENS QUAY, 58 UPPER THAMES STREET, LONDON AND REGISTERED AT HM LAND REGISTRY UNDERTITLE NUMBER 4GL357355.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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## Authentication of Form

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

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## Authentication of Instrument

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

Certified by: **CLYDE & CO LLP**



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

Company number: 6194778

Charge code: 0619 4778 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd April 2020 and created by PINBOARD NOMINEE 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th April 2020 .

Given at Companies House, Cardiff on 30th April 2020

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



**Companies House**



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

**Ocean House Development Ltd  
Pinboard Limited Partnership acting by its general partner Pinboard Limited  
and  
The other entities listed in Schedule 1  
as Chargors**

**Secure Trust Bank PLC  
as Security Agent**

**Security Agreement**  
in respect of  
a £40,000,000 term loan facility agreement dated 30 May 2017 (as amended and  
restated pursuant to an amendment and restatement deed dated on or about the  
date of this Deed)

**EXECUTION VERSION**

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# Security Agreement

**Dated** 23 April 2020

## **Between**

- (1) **The entities listed in Schedule 1 as chargors (the Chargors); and**
- (2) **Secure Trust Bank PLC as security trustee for the Secured Parties (the Security Agent).**

## **Background**

- (A) The Borrowers have entered into a secured term loan facility with, amongst others, the Security Agent on 30 May 2017 pursuant to the terms of the Original Facility Agreement.
- (B) The parties to the Original Facility Agreement have agreed to amend and restate the terms of the Original Facility Agreement pursuant to the terms of the Amendment and Restatement Deed.
- (C) It is a condition precedent to the amendment and restatement of the Original Facility Agreement that the Chargors enter into this Deed.
- (D) 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:**

### **1 Definitions and interpretation**

#### **1.1 Definitions**

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

**Account Bank** means Barclays Bank plc.

**Amendment and Restatement Deed** means the amendment and restatement deed dated on or around the date of this Deed and made between, amongst others, the Borrowers, the Security Agent and Secure Trust Bank PLC as Arranger, Original Lender and Agent pursuant to which the terms of the Original Facility Agreement are to be or have been amended and restated.

**Assigned Contract** means each contract detailed in Clause 3.2 (*Contracts*).

**Collateral Warranties** means any collateral warranties or the benefit of any construction related agreement obtained by a Chargor from time to time in connection with the Mortgaged Property.

**Controlled Account** means the Deposit Account.

**Delegate** means any delegate or sub-delegate appointed under Clause 23 (*Delegation*).

**Enforcement Event** means an Event of Default which is continuing.

**Event of Default** has the meaning given to such term in the Facility Agreement.

**Equipment** means in relation to a Chargor, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

**Existing Security Agreement** has the meaning given to "Security Agreement" in the Facility Agreement.

**Facility Agreement** means the Original Facility Agreement as amended and restated pursuant to the terms of the Amendment and Restatement Deed as the same may be amended, supplemented, restated and varied and/or acceded to from time to time.

**Financial Collateral Regulations** means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Financial Collateral Regulation** means any of them.

**General Partner** means Pinboard Limited, a limited liability company registered in Jersey (registered number 93652), whose registered address is IFC 5 St Helier Jersey JE1 1ST.

**Insurances** means any contract of insurance required under clause 23.10 (*Insurances*) of the Facility Agreement and any and all rights in respect of all contracts or policies of insurance taken out by any of the Chargors or on their behalf.

**Intellectual Property** means all patents, patent applications, trade marks and service marks (whether registered or not), trade mark and/or service mark applications, trade names, registered designs, design rights, copyrights, database rights, domain names, computer software, know-how, trade secrets, inventions and other intellectual property rights and interests (which may now or in the future exist), whether registered or unregistered, and the benefit of all applications and the right to use such assets (which may now or in the future exist) and all Related Property Rights.

**Investments** means, in relation to a Chargor:

- (a) all or any of its stocks, shares (including, without limitation, the issued shares referred to in part 2 of Schedule 2), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Financial Collateral Regulations); and
- (b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them,

and includes all dividends, interest and other distributions paid or payable on or in respect of them.

**Limited Partner** means Pinboard (UK) Limited, a limited liability company registered in England and Wales (registered number 06161044) whose registered address is at 13 Wadham Gardens, London NW3 3DN.

**Limited Partnership** means Pinboard Limited Partnership, a limited partnership registered in England and Wales (registered number LP012133) whose registered address is 31 Lisson Grove, London NW1 6UB, acting by its general partner Pinboard Limited, a limited liability company registered in Jersey (registered number 93652) whose registered address is at IFC 5 St Helier Jersey JE1 1ST.

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

**Mortgaged Property** means any freehold or leasehold property included in the definition of Security Assets.

**Nominees** means Pinboard Nominee 1 Limited, a limited liability company registered in England and Wales (registered number 06194750) whose registered address is at 31 Lisson Grove, London, NW1 6UB and Pinboard Nominee 2 Limited, a limited liability company registered in England and Wales (registered number 06194778) whose registered address is at 31 Lisson Grove, London, NW1 6UB.

**Operating Account** means each of the following bank accounts in the name of a Chargor held at the Account Bank:

- (a) the General Account;
- (b) the Hotel Operating Account;
- (c) the Reserve Account; and
- (d) the Shareholder General Account.

**Original Facility Agreement** means the facility agreement dated 30 May 2017 and made between, amongst others, the Borrowers, the Security Agent and Secure Trust Bank PLC as Arranger, Original Lender and Agent.

**Partnership Agreement** has the meaning given to it in the Facility Agreement.

**Partnership Documents** has the meaning given to it in the Facility Agreement.

**Partnership Interests** means:

- (a) all rights, benefits and interests of the General Partner and the Limited Partner in, to and under the Partnership Documents and/or the Limited Partnership including but without limitation, any Capital Contribution (as defined in the Partnership Agreement), all rights attaching thereto and the rights to vote (if any) and inspect the books and records of the Limited Partnership;
- (b) all Related Partnership Rights (if any) in respect thereof; and
- (c) all Related Property Rights (if any) in respect thereof.

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

**Related Assets** means:

- (a) all dividends, interest and other moneys payable in respect of the Investments;



- (b) any right, money or property accruing or offered at any time in relation to the Investments by way of redemption, substitution, conversion, exchange, bonus or preference, under option rights or otherwise;
- (c) any right against any clearance system in relation to the Investments; and
- (d) any right under any custodian or other agreement in relation to the Investments.

**Related Partnership Rights** means all allotments, rights, benefits and advantages (including all voting rights) whatsoever at any time accruing, offered or arising in respect of or incidental to the items referred to at paragraph (a) and/or (c) of the definition of Partnership Interests above, and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of the Partnership Interests.

**Related Property Rights** means, in relation to any Mortgaged Property and any other property or asset:

- (a) all right, title, benefit and interest therein;
- (b) the proceeds of sale and/or other realisation of any Mortgaged Property, or any other property or asset (or any part thereof or interest therein);
- (c) all Security, options, agreements, rights, benefits, indemnities, guarantees, warranties or covenants for title in respect of any Mortgaged Property, or any other property or asset; and
- (d) all rights under any agreement in respect of any Mortgaged Property, or any other property or asset.

**Related Rights** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset;
- (d) all monies and proceeds paid or payable in respect of that asset;
- (e) in relation to a property, each and every part of that property, including the land, cellars, eaves, buildings, structures, fixtures and fittings (including such trade fixtures and fittings, plant and machinery, furniture, furnishings, equipment and chattels (including any manuals in relation to the same) in which a Chargor has an interest) now or in the future on that property and all easements and other rights attaching to that property; and
- (f) in relation to a property, the benefit of any covenants or warranties in respect of that property or any moneys paid or payable in respect of those covenants or warranties,

including all rights against any trustee, nominee, fiduciary or clearing system.

**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 Assets** means all of the assets of each Chargor which are the subject of any Security created or expressed to be created by this Deed.

**Security Period** means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been irrevocably paid in full and that all facilities which might give rise to any Secured Liabilities have been terminated.

**Subordinated Creditor** means has the meaning given to such term in the Facility Agreement.

**Subordinated Debt** means all present and future obligations and liabilities (whether owed jointly or severally, whether incurred as principal or surety, whether or not in respect of indebtedness and whether actual or contingent, and in whatever currency) of any Chargor to any Subordinated Creditor.

**Subordinated Debt Document** means any written agreement creating, evidencing or recording the terms of the Subordinated Debt, including without limitation (i) the loan facility letter from Bashir Nathoo (as lender) to QBH Holdings Limited (as borrower) (ii) the loan facility letter from QBH Holdings Limited (as lender) to Pinboard Limited as general partner of Pinboard Limited Partnership (as borrower) and (iii) the loan facility letter from Pinboard Limited (as lender) to Pinboard Limited as general partner of Pinboard Limited Partnership (as borrower) each dated on or around the date of the Original Facility Agreement.

## 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 save that references to "this Agreement" shall be construed as references to this Deed.
- (b) Unless a contrary indication appears, a reference in this Deed to any **Security Asset** includes any part of that Security Asset and the proceeds of that Security Asset.
- (c) Each of the undertakings given by a Chargor in this Deed remains in force from the date of this Deed until the end of the Security Period.
- (d) Each representation and warranty expressed to be made by a Chargor in this Deed is made by that Chargor on the date of this Deed and is deemed to be repeated on each day during the Security Period by reference to the facts and circumstances then existing.

## 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.

**1.4 Joint and several liability**

The liabilities of the Chargors under this Deed are joint and several.

**1.5 Third party rights**

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Secured Party or any officer, employee or agent of such Secured Party may, subject to this Clause 1.5 and the Third Parties Act, rely on any Clause of this Deed which expressly confers rights on it.

**1.6 Related Rights**

A reference in this Deed to any Security Asset includes all Related Rights in respect of that Security Asset and a reference in this Deed to any mortgage, charge or assignment of any Security Asset shall include all Related Rights in respect of that Security Asset.

**1.7 Conflict of Terms**

To the extent that there is any conflict and/or contradiction and/or inconsistency between the terms of this Deed and the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail and in such circumstances compliance with the terms of the Facility Agreement shall be deemed to be compliance in full with the conflicting and/or contradictory and/or inconsistent terms of this Deed.

**1.8 Partnership matters**

The Limited Partnership hereby irrevocably and unconditionally acknowledges and agrees that its rights in respect of any Mortgaged Property would for all purposes be overreached pursuant to an enforcement of the relevant Security constituted by this Deed without any reference to the Chargors (and without any recourse to (or warranty from) the Security Agent or any Secured Party or other officer appointed thereby).

**1.9 Benefit**

The provisions of this Deed are for the benefit of the Security Agent as security trustee for and on behalf of the Secured Parties.

**2 Covenant to pay**

The Chargors shall:

- (a) pay the Secured Liabilities when due or, if they do not specify a time, on demand; and

- (b) indemnify and keep each Secured Party indemnified from and against all actions, charges, claims, costs, damages, proceedings and other liabilities occasioned by any breach of any covenant or other obligation of a Chargor under this Deed.

### **3 Creation of Security**

#### **3.1 Land**

- (a) Each Chargor charges:
  - (i) by way of a legal mortgage all estates or interests in any freehold or leasehold property now owned by it 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 freehold or leasehold property (if any) referred to opposite its name in part 1 of Schedule 2 (*Mortgaged Property*); and
  - (ii) (to the extent that they are not the subject of a legal mortgage under Clause 3.1(a)(i)) by way of 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:
  - (i) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings) and Equipment now or in the future on that property and all easements and rights attaching to it; and
  - (ii) the benefit of any covenants 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 covenants.

#### **3.2 Contracts**

- (a) Each Chargor assigns by way of security to the Security Agent all of its rights and interests under or in respect of:
  - (i) each contract specified in Schedule 3 (*Assigned Contracts*); and
  - (ii) any other contract designated as such by the Security Agent and the relevant Chargor (collectively, the **Assigned Contracts**).
- (b) Without prejudice to the generality of Clause 3.2(a), each Chargor assigns by way of security all of its rights and interests under or in respect of:
  - (i) each Lease Document (including all Rental Income and any guarantee of Rental Income contained in or relating to any Lease Document);
  - (ii) all Hotel Operating Income; and

- (iii) the PGIM Agreement for Sale and Leaseback (including, without limitation, all of its rights, title and interests in and to the PGIM Payments).
- (c) To the extent that any such right described in Clause 3.2(a) and/or Clause 3.2(b) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.2(a) and/or Clause 3.2(b) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which each Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (d) To the extent that they are not effectively assigned under Clauses 3.2(a), 3.2(b) or 3.2(c), each Chargor charges by way of fixed charge all of its rights under each agreement or document under Clauses 3.2(a), 3.2(b) or 3.2(c) to which it is a party.
- (e) Each assignment under Clauses 3.2(a), 3.2(b) and 3.2(c) above is made subject to a proviso that an Assigned Contract shall be reassigned by the Security Agent to the relevant Chargor at the request of that Chargor, provided that (i) no Event of Default has occurred and is continuing, and (ii) the purpose of such reassignment is to enable that Chargor to commence a claim under that Assigned Contract against a third party in a manner consistent with its obligations under the Facility Agreement (a "Reassigned Contract"). Unless the Security Period has ended, the Chargor shall immediately following the satisfaction or rejection of such claim reassign that Reassigned Contract to the Security Agent.
- (f) Until any Reassigned Contract is reassigned to the Security Agent, each Chargor charges by way of fixed charge all of its rights under that Reassigned Contract and holds any damages, compensation, remuneration, profit, rent or income which each Chargor may derive from that Reassigned Contract or be awarded or entitled to in respect of that Reassigned Contract on trust for the Security Agent to be applied as directed by the Security Agent in accordance with the Finance Documents.

### **3.3 Investments**

Each Chargor charges by way of a fixed charge all of its rights and interests in its Investments.

### **3.4 Controlled Accounts**

Each Chargor charges by way of a fixed charge all of its rights in respect of any amount standing to the credit of the Controlled Account and all of its right, title and interest in and relating to the Controlled Account.

### **3.5 Operating Accounts**

Each Chargor charges by way of a fixed charge all of its rights in respect of any amount standing to the credit of each Operating Account (in the case of the Hotel Operating Account and the Reserve Account, from the date such account is opened) and all of its right, title and interest in and relating to each Operating Account (in the case of the Hotel Operating Account and the Reserve Account, from the date such account is opened).

**3.6 Book debts etc.**

Each Chargor charges by way of a fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under Clauses 3.6(a) and 3.6(b).

**3.7 Insurances**

- (a) Each Chargor assigns by way of security to the Security Agent:
  - (i) all of its rights in respect of its Insurances; and
  - (ii) all monies payable and all monies paid to it under or in respect of all such Insurances.
- (b) To the extent that any such right described in Clause 3.7(a) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.7(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 3.7 or are not effectively assigned under Clauses 3.7(a) or 3.7(b), each Chargor charges by way of fixed charge all of its rights under each agreement or document to which it is a party.

**3.8 Equipment**

Each Chargor charges by way of a fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 3.1 (*Land*).

**3.9 Intellectual Property**

Each Chargor charges by way of fixed charge all its Intellectual Property.

**3.10 Authorisations**

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

**3.11 Goodwill**

Each Chargor charges by way of fixed charge its goodwill.

**3.12 Uncalled capital**

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

**3.13 Causes of action**

Each Chargor assigns by way of security to the Security Agent all of its rights in respect of all causes of action and other rights and remedies in which it has an interest, including, without limitation, any VAT recoveries. To

the extent that these rights have been assigned (subject to a proviso for re-assignment on redemption) under the Existing Security Agreement, the assignment under this clause 3.13 will take effect as a fixed charge and will only take effect as an assignment if the Security created by the Existing Security Agreement ceases to have effect at a time when this Deed still has effect.

#### **3.14 Collateral Warranties**

Each Chargor charges by way of fixed charge all its rights under any Collateral Warranties.

#### **3.15 Subordinated Debt**

- (a) Each Chargor assigns by way of security to the Security Agent all of its rights, title and interests in and to the Subordinated Debt and each Subordinated Debt Document (including all amounts owed, owing or payable in respect of the same).
- (b) To the extent that any such right described in Clause 3.15(a) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.15(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 3.15 or are not effectively assigned under Clauses 3.15(a) or 3.15(b), each Chargor charges by way of fixed charge all of its rights title and interests in and to the Subordinated Debt and each Subordinated Debt Document (including all amounts owed, owing or payable in respect of the same).

#### **3.16 Partnership Interests**

- (a) Each Chargor assigns by way of security to the Security Agent all of its rights, title and interests in and to:
  - (i) the Partnership Interests;
  - (ii) the Partnership Documents; and
  - (iii) its interests in the other assets of the Limited Partnership and all contracts entered into by or for the benefit of the General Partner (acting on behalf of the Limited Partnership) for the purposes of the Limited Partnership's business.
- (b) To the extent that any such right described in Clause 3.16(a) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.16(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 3.16 or are not effectively assigned under Clause 3.16(a) or 3.16(b), each Chargor charges by way of fixed charge all of its rights, title and interests in and to:

- (i) the Partnership Interests;
- (ii) the Partnership Documents; and
- (iii) its interests in the other assets of the Limited Partnership and all contracts entered into by or for the benefit of the General Partner (acting on behalf of the Limited Partnership) for the purposes of the Limited Partnership's business.

### **3.17 Floating charge**

- (a) Each Chargor charges by way of 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 3.17(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) The Security Agent may convert the floating charge created by this Deed over all or any of the Security Assets into a fixed charge by notice to the relevant Chargor specifying the relevant Security Assets (either specifically or generally):
  - (i) upon the occurrence of an Enforcement Event; and/or
  - (ii) if the Security Agent considers (acting reasonably) those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process.
- (e) If:
  - (i) a Chargor takes any step to create any Security in breach of Clause 7.1 (*Security*) over any of the Security Assets not subject to a mortgage or fixed charge;
  - (ii) an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator in respect of a Chargor; or
  - (iii) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Security Assets,

the floating charge over the relevant Security Assets shall automatically and immediately be converted into a fixed charge.

### **3.18 Trust**

- (a) If or to the extent that the assignment or charging of any Security Asset is prohibited, the relevant Chargor holds it on trust for the Security Agent.
- (b) If the reason referred to in Clause 3.18(a) is that:
  - (i) a consent or waiver must be obtained; or



(ii) a condition must be satisfied,

then:

- (A) the relevant Chargor shall immediately inform the Security Agent;
- (B) subject to Clause 3.18(c), the relevant Chargor shall apply for the consent or waiver; and
- (C) the relevant Chargor shall use reasonable endeavours to satisfy the condition,

in each case within 14 days of the date of this Deed or, if the Security Assets are acquired after the date of this Deed, within 14 days of the date of acquisition.

- (c) Where the consent or waiver is not to be unreasonably withheld, the relevant Chargor shall:
  - (i) use its best endeavours to obtain it as soon as possible; and
  - (ii) keep the Security Agent informed of the progress of the negotiations to obtain it.
- (d) On the waiver or consent being obtained, or the condition being satisfied, the Security Assets shall be mortgaged, charged or assigned (as appropriate) under this Clause 3 and, in relation to such Security Asset, the trust referred to in Clause 3.18(a) shall terminate.

#### **4 Nature of security created**

##### **4.1 Continuing security**

The 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 Security generally**

The 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.

##### **4.3 Additional security**

The 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 the Security Agent; and

- (b) may be enforced against a Chargor without having recourse to any other rights of the Security Agent.

## **5 Representations**

Each Chargor represents and warrants to the Security Agent that:

- (a) this Deed:
  - (i) (subject to the Legal Reservations and the Perfection Requirements) creates (or, once entered into, will create) in favour of the Security Agent, the Security which it is expressed to create fully perfected and with the ranking and priority it is expressed to have;
  - (ii) (subject to the Legal Reservations and the Perfection Requirements) is not subject to any prior or pari passu ranking Security other than pursuant to the Existing Security Agreement; and
  - (iii) is not liable to be avoided or set aside on its liquidation, administration or otherwise; and
- (b) it is the absolute legal and beneficial owner of all the assets over which it purports to create any Security pursuant to this Deed (other than those assets held pursuant to the Declaration of Trust, in respect of which the Nominees are the legal owners and the Limited Partnership is the beneficial owner).

## **6 Further assurance**

- (a) The Chargors shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
  - (i) to perfect the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to the Finance Documents or by law;
  - (ii) to confer on the Security Agent Security over any property and assets of the Chargors located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed;
  - (iii) to facilitate, in circumstances where the Security created under this Deed has become enforceable, the realisation of the assets which are, or are intended to be, the subject of the Security created or expressed to be created under this Deed; and/or
  - (iv) on the occurrence of an Enforcement Event, assign any Collateral Warranty capable of assignment to any person nominated by the Security Agent or a Receiver.
- (b) The Chargors shall, upon request by the Security Agent, promptly (but in any case within 5 Business Days of the request) take all such action as is available to it (including making all filings and

registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent by or pursuant to this Deed.

## **7 Restrictions on dealing**

### **7.1 Security**

No Chargor shall create or permit to subsist any Security over any Security Asset, except as permitted by the Facility Agreement.

### **7.2 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 Security Assets, except as permitted by the Facility Agreement.

## **8 Investments**

### **8.1 Certificated Investments and Related Assets**

Each Chargor shall, on the date of this Deed, to the extent applicable and to the extent not deposited or delivered to the Security Agent pursuant to the Existing Security Agreement:

- (a) immediately deposit with the Security Agent, or as the Security Agent may direct, any bearer instrument, share certificate or other document of title or evidence of ownership in relation to the Investments and/or the Related Assets; and
- (b) promptly take any action and execute and deliver to the Security Agent any share transfer or other document which may be requested by the Security Agent in order to enable the transferee to be registered as the owner or otherwise obtain a legal title to the Investments and/or the Related Assets, including:
  - (i) delivering executed and (unless exempt from stamp duty) pre-stamped share transfers and any other relevant transfer instruments in favour of the Security Agent or any of its nominees as transferee or, if the Security Agent so directs, with the transferee left blank; and
  - (ii) procuring that those share transfer and other transfer instruments are registered by the issuer of the Investments and/or the Related Assets and that any share certificates or other document of title or evidence of ownership is in the name of the transferee are delivered to the Security Agent.

### **8.2 Calls**

- (a) Each Chargor shall in accordance with its obligations under the Investments pay all calls or other payments due and payable, promptly when such amounts are due and payable, in respect of its Investments.
- (b) If a Chargor fails to comply with Clause 8.2(a) above after being requested to do so by the Security Agent, the Security Agent may pay

the calls or other payments in respect of any Investment on behalf of that Chargor.

- (c) Each Chargor shall within 3 Business Days of request reimburse the Security Agent for any payment made by the Security Agent under this Clause 8.2, together with default interest charged in accordance with default interest provisions of the Facility Agreement.

### **8.3 Other obligations in respect of Investments**

8.3.1 Each Chargor incorporated in England and Wales shall promptly comply with all reasonable requests for information which is within its knowledge and which are made under Section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any of the Investments. If such a Chargor fails to do so after being requested to do so by the Security Agent, the Security Agent may elect to provide such information as it may have on behalf of that Chargor.

8.3.2 Each Chargor incorporated in England and Wales must promptly provide any other Chargor with any information which is required by that other Chargor to maintain its PSC Register in compliance with the requirements of Part 21A of the Companies Act 2006.

8.3.3 The Security Agent is not obliged to:

- (a) perform any obligation of any Chargor;
- (b) make any payment;
- (c) make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor; or
- (d) present or file any claim or take any action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Investments.

### **8.4 Voting rights before an Enforcement Event**

- (a) Subject to Clause 8.5 (*Voting rights after an Enforcement Event*), each Chargor may continue to exercise all voting rights, powers and other rights in respect of its Investments provided the Chargors shall not exercise such voting rights in any manner, or otherwise permit or agree to any:
  - (i) variation of the rights attaching to or conferred by all or some of the Investments, which would prejudice the interests of the Secured Parties in, or the ability of the Security Agent to realise, the Security created by this Deed;
  - (ii) increase in the issued share capital of the issuer of such Investments, which would prejudice the interests of the Secured Parties in, or the ability of the Security Agent to realise the Security created by this Deed.
- (b) If the relevant Investments have been registered in the name of the Security Agent or its nominee, the Security Agent (or that nominee) shall exercise the voting rights, powers and other rights in respect of

the Investments in any manner which the relevant Chargor may direct in writing but only to the extent that it does so for a purpose not inconsistent with any Finance Document and the exercise of or failure to exercise those rights would not prejudice the interests of any Secured Party. The Security Agent (or that nominee) will execute any form of proxy or other document which the relevant Chargor may reasonably require for this purpose.

#### **8.5 Voting rights after an Enforcement Event**

- (a) Following the occurrence of an Enforcement Event, the Security Agent or its nominee may exercise or refrain from exercising:
  - (i) any voting rights; and
  - (ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise,

in each case, in the name of the relevant Chargor, the registered holder or otherwise and without any further consent or authority on the part of that Chargor and irrespective of any direction given by that Chargor.

- (b) Following the occurrence of an Enforcement Event and to the extent that the Investments remain registered in the name of the relevant Chargor, that Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments in any way it sees fit.
- (c) Following the occurrence of an Enforcement Event, the relevant Chargor shall indemnify the Security Agent against any loss or liability properly incurred by the Security Agent as a direct consequence of the Security Agent acting in respect of Investments on the direction of that Chargor.

#### **8.6 Custodian arrangements**

The Chargor shall:

- (a) promptly give notice of this Deed to any custodian of any Investment in any form which the Security Agent may reasonably require; and
- (b) use reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Security Agent may reasonably require.

### **9 Land**

#### **9.1 The Land Registry**

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

- (a) 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 this Deed;

- (b) promptly submit to the Land Registry the duly completed form RX1 requesting a restriction 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 this Deed in the following form:

"No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of Secure Trust Bank PLC referred to in the charges register."

- (c) promptly submit to the Land Registry a duly completed application to enter the obligation to make further loans or advances on the charges register of any registered land forming part of the Security Assets; and
- (d) promptly pay all appropriate registration fees.

## 9.2 Acquisitions

9.2.1 If a Chargor acquires any freehold or leasehold property after the date of this Deed it shall (subject to Clause 9.2.2):

- (a) notify the Security Agent immediately;
- (b) 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 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;
- (c) if title to that freehold or leasehold property is registered at the Land Registry or is required to be so registered, promptly and in any event within any applicable priority period, apply to the Land Registry:
  - (i) 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;
  - (ii) to register the Security created or expressed to be created by this Deed or any document entered into pursuant to Clause 9.2.1(b);
  - (iii) submit to the Land Registry a duly completed form RX1 requesting a restriction in the form specified in Clause 9.1(b) (*The Land Registry*) to be entered on the register of title for that freehold or leasehold property;
  - (iv) promptly submit to the Land Registry a duly completed application to enter the obligation to make further loans or advances on the charges register of any registered land forming part of the Security Assets; and
  - (v) promptly pay all appropriate registration fees.

9.2.2 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 will not be required to perform that obligation unless and until it has obtained the landlord's consent. The relevant Chargor must use its reasonable endeavours to obtain the landlord's consent.

**9.3 Deposit of title deeds**

Any deeds and documents relating to the title of any Mortgaged Property which the Chargor has in its possession shall be held to the order of the Security Agent by a firm of solicitors approved by the Security Agent for that purpose to the extent not deposited or delivered to the Security Agent pursuant to the Existing Security Agreement.

**9.4 Investigation of title**

Each Chargor shall grant the Security Agent or its lawyers on reasonable request all facilities within its power to enable the Security Agent or its lawyers (at the expense of the relevant Chargor) to:

- (a) carry out investigations of title to any Mortgaged Property; and
- (b) make such enquiries in relation to any part of any Mortgaged Property as a prudent mortgagee might carry out.

**9.5 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.

**9.6 Power to remedy**

Each Chargor shall, following receipt of written notice from the Security Agent, permit the Security Agent and/or any of its representatives, agents or contractors, when the Security Agent believes that a Default has occurred or might reasonably be expected to occur, to enter any Mortgaged Property and to take any steps which it believes necessary in relation to that Mortgaged Property. Each Chargor shall promptly, following demand by the Security Agent, pay the costs and expenses of the Security Agent, its representatives, agents or contractors reasonably incurred in connection with any action taken under this Clause 9.6.

**9.7 Notice of charge or assignment**

- (a) Each Chargor shall immediately following the Mortgaged Property being occupied by a tenant serve a notice of assignment in the form set out in Schedule 6 (*Notice to Occupational Tenants*) to this Deed, on each tenant of any Mortgaged Property save to the extent a notice has been, or is, served under the Existing Security Agreement.
- (b) Each Chargor shall use reasonable endeavours to ensure that each person referred to in Clause 9.7(a) acknowledges receipt of that notice, in the form set out in Schedule 6 (*Notice to Occupational Tenants*) to this Deed.

## **10 Intellectual property**

### **10.1 Representations**

Each Chargor represents and warrants to the Security Agent that:

- (a) it is the sole legal and beneficial owner of or has licensed to it all Intellectual Property which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted; and
- (b) it has taken all formal or procedural actions (including payment of fees) required to maintain any Intellectual Property owned by it which is material in the context of its business.

### **10.2 Preservation**

Each Chargor shall:

- (a) preserve and maintain the subsistence and validity of the Intellectual Property which is material to its business;
- (b) use reasonable endeavours to prevent any infringement in any material respect of its Intellectual Property which is material to its business;
- (c) make registrations and pay all registration fees and taxes necessary to maintain its Intellectual Property which is material to its business in full force and effect and record its interest in that Intellectual Property;
- (d) not use or permit its Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of its Intellectual Property which is material to its business or imperil its right to use such property; and
- (e) not discontinue the use of its Intellectual Property which is material to its business.

## **11 Book debts**

- (a) Each Chargor shall get in and realise its:

- (i) securities to the extent held by way of temporary investment;
- (ii) book and other debts and other moneys owed to it; and
- (iii) royalties, fees and income of any nature owed to it,

in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account in accordance with Clause 11(b) below but subject always to the Security created by or expressed to be created by this Deed) on trust for the Security Agent.

- (b) Each Chargor shall, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into the account designated from time to time by the Security Agent.



## 12 Bank accounts

### Notices of charge

After executing this Deed each Chargor shall:

- (a) in respect of the Controlled Account, save to the extent a notice has been, or is, served under the Existing Security Agreement, promptly give notice to the Account Bank of the charge created under this Deed, such notice to be in the form set out in Part 1 of Schedule 5 (*Notices to Account Bank*) and deliver to the Security Agent a certified copy of that notice;
- (b) use reasonable endeavours to ensure that the Account Bank acknowledges the notice served on it pursuant to Clause 12(a) in the form set out in Part 2 of Schedule 5 (*Notices to Account Bank*);
- (c) in respect of the General Account, save to the extent a notice has been, or is, served under the Existing Security Agreement, promptly give notice to the Account Bank of the charge created under this Deed, such notice to be in the form set out in Part 3 of Schedule 5 (*Notices to Account Bank*) and deliver to the Security Agent a certified copy of that notice;
- (d) use reasonable endeavours to ensure that the Account Bank acknowledges the notice served on it pursuant to Clause 12(c) in the form set out in Part 4 of Schedule 5 (*Notices to Account Bank*);
- (e) in respect of the Shareholder General Account, save to the extent a notice has been, or is, served under the Existing Security Agreement, promptly give notice to the Account Bank of the charge created under this Deed, such notice to be in the form set out in Part 3 of Schedule 5 (*Notices to Account Bank*) and deliver to the Security Agent a certified copy of that notice;
- (f) use reasonable endeavours to ensure that the Account Bank acknowledges the notice served on it pursuant to Clause 12(e) in the form set out in Part 4 of Schedule 5 (*Notices to Account Bank*);
- (g) in respect of the Reserve Account, save to the extent a notice has been, or is, served under the Existing Security Agreement, promptly following such account being opened give notice to the Account Bank of the charge created under this Deed, such notice to be in the form set out in Part 3 of Schedule 5 (*Notices to Account Bank*) and deliver to the Security Agent a certified copy of that notice;
- (h) use reasonable endeavours to ensure that the Account Bank acknowledges the notice served on it pursuant to Clause 12(g) in the form set out in Part 4 of Schedule 5 (*Notices to Account Bank*);
- (i) in respect of the Hotel Operating Account, save to the extent a notice has been, or is, served under the Existing Security Agreement, promptly following such account being opened give notice (and procure the signature of the Hotel Manager confirming it agrees to the terms of the notice) to the Account Bank of the charge created under this Deed, such notice to be in the form set out in Part 5 of Schedule 5

(*Notices to Account Bank*)) and deliver to the Security Agent a certified copy of that notice; and

- (j) use reasonable endeavours to ensure that the Account Bank acknowledges the notice served on it pursuant to Clause 12(i) in the form set out in Part 6 of Schedule 5 (*Notices to Account Bank*).

## **13 Contracts**

### **13.1 Information**

Each Chargor shall promptly provide the Security Agent with any information it reasonably requires in relation to any of its Assigned Contracts.

### **13.2 Notices of charge or assignment**

- (a) Each Chargor shall in respect of any of its Assigned Contracts subsisting as at the date of this Deed, save to the extent a notice has been, or is, served under the Existing Security Agreement, immediately serve a notice of assignment in the form set out in Schedule 4 (*Notice to contract counterparty*), on each counterparty to an Assigned Contract and in the case of Assigned Contracts entered into by a Chargor after the date of this Deed, that Chargor shall within 5 Business Days of the date of the relevant Assigned Contract serve a notice of assignment in the form set out in Schedule 4 (*Notice to contract counterparty*), on each counterparty to such Assigned Contract.
- (b) Each Chargor shall use reasonable endeavours to ensure that each person referred to in Clause 13.7(a) acknowledges receipt of that notice in the form set out in Schedule 4 (*Notice to contract counterparty*).

## **14 Subordinated Debt**

### **14.1 Representations**

Each Chargor represents and warrants to the Security Agent that there is no restriction on assignment in respect of any of the Subordinated Debt or its rights under any Subordinated Debt Document.

### **14.2 Undertakings**

- (a) Each Chargor shall promptly provide the Security Agent with copies of the Subordinated Debt Documents to the extent such documents have been evidenced or documented in writing (and to the extent that the same has not already been provided to the Security Agent pursuant to the Existing Security Agreement).
- (b) Each Chargor shall promptly provide the Security Agent with such information as it shall reasonably require in respect of any Subordinated Debt Documents and the amount of the Subordinated Debt.

**15 Equipment**

**15.1 Maintenance**

On and from Practical Completion, each Chargor shall keep the Equipment in good and substantial repair and condition and in good working order.

**15.2 Evidence**

Each Chargor shall take any action which the Security Agent may reasonably require to evidence the interest of the Security Agent in the Equipment.

**16 Insurances**

**16.1 Notices of charge or assignment**

- (a) Each Chargor shall, save to the extent a notice has been, or is, served under the Existing Security Agreement, immediately serve a notice of charge or assignment in the form as set out in Schedule 7 (*Notice to Insurers*), on each of its insurers.
- (b) Each Chargor shall use reasonable endeavours to ensure that each person referred to in Clause 16.2(a) acknowledges receipt of that notice in the applicable form as set out in Schedule 7 (*Notice to Insurers*).

**17 Partnership Interests**

**17.1 Partnership Agreement consents**

The General Partner and the Limited Partner consent to the charge, assignment, mortgage, pledge, sale or any other dealing with the Partnership Interests by one another in accordance with this Deed and confirm that, for the avoidance of doubt, clauses 13 and 14 of the Partnership Agreement will not apply in the event of the sale of the Limited Partnership or its assets pursuant to the terms of this Deed.

**18 Enforcement**

**18.1 When enforceable**

The Security created or expressed to be created by a Chargor under this Deed shall be immediately enforceable:

- (a) if an Enforcement Event occurs; or
- (b) if that Chargor so requests.

**18.2 Power of sale**

- (a) The Security Agent shall be entitled, without prior notice to any Chargor or prior authorisation from any court, to sell or otherwise dispose of all or any part of the Security Assets (at the times, in the manner and on the terms it thinks fit).
- (b) The statutory powers of sale, of appointing a receiver and the other powers conferred on mortgagees by Section 101 of the LPA as varied and extended by this Deed shall arise on the date of this Deed.

**18.3 Section 103 of the LPA**

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

**18.4 Section 93 of the LPA**

Section 93 of the LPA (restricting the right of consolidation) shall not apply to this Deed.

**18.5 No liability as mortgagee in possession**

Neither the Security Agent, a Receiver nor any Delegate is:

- (a) liable to account as mortgagee in possession in respect of the Security Assets; nor
- (b) liable for any loss upon realisation or exercise of any power, authority or right of the Security Agent, a Receiver or any Delegate arising under this Deed, nor for any act, default, neglect or misconduct of any nature whatsoever.

**18.6 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 (restricting the power of sale) does not apply.

**18.7 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.

**18.8 Protection to purchasers**

All the protection to purchasers contained in Sections 104 (relating to a conveyance on sale) and 107 (relating to 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.

**18.9 Financial collateral arrangements**

- (a) To the extent that the provisions of the Financial Collateral Regulations apply to any Security Asset, the Security Agent shall have the right to appropriate any Security Asset which constitutes financial collateral (as defined in the Financial Collateral Regulations) in or towards the satisfaction of the Secured Liabilities.

- (b) The value of any Security Asset appropriated in accordance with this Clause 17.9 shall be, in the case of cash, the amount of the cash appropriated, and, in the case of Investments, their market value as determined by the Security Agent by reference to a public index, independent valuation or by such process as the Security Agent may select.
- (c) Each Chargor agrees that the method of valuation provided for in this Clause 17.9 is commercially reasonable for the purposes of the Financial Collateral Regulations.

## **19 Receiver**

### **19.1 Appointment of receiver**

- (a) The Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
  - (i) an Enforcement Event occurs; or
  - (ii) requested to do so by a Chargor.
- (b) Any appointment under Clause 18.1 may be by deed, under seal or in writing under hand.

### **19.2 Removal**

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

### **19.3 Remuneration**

The Security Agent may determine the remuneration of a 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 will not apply.

### **19.4 Agent of Chargor**

- (a) A Receiver will be deemed to be the agent of the Chargors for all purposes. The Chargors alone are 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) The Security Agent will not incur any liability (either to a Chargor or any other person) by reason of its appointment of a Receiver or for any other reason.

### **19.5 Security Agent's rights**

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Security Agent, whether or not the Security Agent shall have taken possession or appointed a Receiver of the Security Assets.

## **20 Powers of Receiver**

### **20.1 General**

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 20 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.

### **20.2 Possession**

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

### **20.3 Carry on business**

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

### **20.4 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.

### **20.5 Borrow money**

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset 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.

### **20.6 Sale of assets**

- (a) A Receiver may sell, exchange, convert into money and realise any Security Assets 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.

### **20.7 Leases**

A Receiver may let any Security Asset 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 Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

**20.8 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 the Chargors or relating in any way to any Security Asset.

**20.9 Legal actions**

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

**20.10 Receipts**

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

**20.11 Subsidiaries**

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any of that Chargor's Security Assets.

**20.12 Delegation**

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

**20.13 Lending**

A Receiver may lend money or advance credit to any customer of the Chargors.

**20.14 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 of its Security Assets;
- (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.

**20.15 Other powers**

A Receiver may:

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

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

## **21 Power of attorney**

### **21.1 Appointment**

Each Chargor by way of security under this Deed irrevocably appoints the Security Agent, any Receiver and any Delegate severally as 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 but which that Chargor has not done despite being requested to do so; and
- (b) to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Security Assets or under any Finance Document, the LPA or the Insolvency Act 1986,

provided that the power of attorney granted in this Clause 21.1 shall only be exercisable while an Event of Default is continuing.

### **21.2 Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney lawfully does or lawfully purports to do under its appointment under Clause 20.1.

## **22 Tacking**

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

## **23 Delegation**

### **23.1 Delegates 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.

### **23.2 Terms**

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

### **23.3 Liability**

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



## **24 Preservation of Security**

### **24.1 Reinstatement**

If any payment by a Chargor or discharge given by the Security Agent (whether in respect of the obligations of any Transaction Obligor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:

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

### **24.2 Waiver of defences**

The obligations of the Chargors under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause 23.2, would reduce, release or prejudice any of its rights and/or obligations under this Deed (without limitation and whether or not known to it or any Finance Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Transaction Obligor or any other person;
- (b) the release of any Transaction Obligor or any other person under the terms of any composition or arrangement with any creditor of any person;
- (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 the assets of, any Transaction Obligor or any 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 Transaction Obligor 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;
- (f) any unenforceability, illegality or invalidity of any Security or of any obligation of any person under any Finance Document or any other document; or
- (g) any insolvency, liquidation, administration or similar proceedings.

### **24.3 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 this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

#### **24.4 Appropriations**

Until the end of the Security Period and unless the Security Agent otherwise directs, the Security Agent (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 it (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 this Deed.

#### **24.5 Deferral of the Chargors' rights**

Until the end of the Security Period and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to be indemnified by any Transaction Obligor or any other person;
- (b) to claim any contribution from any other guarantor of any Transaction Obligor'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 Secured Parties under the Finance Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Transaction Obligor to make any payment, or perform any obligation, in respect of which any Transaction Obligor has given a guarantee, undertaking or indemnity under any other Finance Document;
- (e) to exercise any right of set-off against any Transaction Obligor or any other person; and/or
- (f) to claim or prove as a creditor of any Transaction Obligor or of any other person in competition with any Secured Party.

If any 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 Secured Parties by the Chargors under or in connection with the Finance Documents to be repaid in full) on trust for the Security Agent and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct.

**25 Changes to the Parties**

**25.1 Assignment and transfer by the Chargors**

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Deed.

**25.2 Assignment and transfer by the Security Agent**

The Security Agent may assign any of its rights or transfer any of its rights or obligations under this Deed to any person to which it is permitted to assign its rights or transfer any of its rights or obligations to under the terms of the Facility Agreement.

**26 Payments**

**26.1 Payments**

All payments by the Chargors 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.

**26.2 Continuation of accounts**

- (a) At any time if any subsequent Security affects any Security Asset or a petition is presented or resolution passed in relation to the winding-up of a Chargor, the Security Agent may open a new account in the name of that Chargor (whether or not it permits any existing account to continue).
- (b) If the Security Agent 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.

**26.3 Order of distributions**

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

**26.4 Set-off**

- (a) All payments to be made by a Chargor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.
- (b) The Security Agent may set-off any matured obligation due from a Chargor under this Deed against any matured obligation owed by the Security Agent to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

**27 Release of Security**

**27.1 Release**

At the end of the Security Period, the Security Agent shall, at the written request and cost of the Chargors, take whatever action is reasonably necessary to (without recourse or warranty) release the Security Assets from the Security created by or expressed to be created by this Deed.

**27.2 Retention**

If the Security Agent considers that any amount paid or credited to it under a Finance Document or this Deed 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 irrevocably paid.

**28 No merger or prejudice**

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

**29 Partial invalidity**

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

**30 Remedies and waivers**

**30.1** No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy.

**30.2** The rights and remedies provided in this Deed are cumulative and are not exclusive of any right or remedies provided by law.

**31 Counterparts**

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

**32 Governing Law**

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

**33 Jurisdiction**

- 33.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligations arising out of or in connection with this Deed) (a Dispute).
- 33.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 33.3 This Clause 33 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

**34 Service of Process**

- 34.1 Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales):
- (a) irrevocably appoints Ocean House Development Ltd as their agents for service of process in relation to any proceedings before the English courts in connection with this Deed; and
  - (b) agrees that failure by a process agent to notify the relevant party of the process will not invalidate the proceedings concerned.
- 34.2 If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the relevant appointing party must immediately (and in any event within 5 days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose.

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

## Schedule 1: The Chargors

Chargor	Jurisdiction of incorporation	Registered number	Registered address
QBH Holdings Limited	Jersey	111843	IFC 5 St Helier Jersey JE1 1ST
Ocean House Development Ltd	England and Wales	08026523	31 Lisson Grove, London, NW1 6UB
Pinboard Limited Partnership (acting by its general partner Pinboard Limited)	England and Wales	LP012133	31 Lisson Grove, London, NW1 6UB
Pinboard Limited	Jersey	93652	IFC 5 St Helier Jersey JE1 1ST
Pinboard (UK) Limited	England and Wales	06161044	31 Lisson Grove, London, NW1 6UB
Pinboard Nominee 1 Limited	England and Wales	06194750	31 Lisson Grove, London, NW1 6UB
Pinboard Nominee 2 Limited	England and Wales	06194778	31 Lisson Grove, London, NW1 6UB

## Schedule 2: Mortgaged Property

### Part 1 – Real Property

Property Name	Owner	Property Address and Description
Hotel Property	Nominees	All that leasehold premises known as land at Queensbridge House, Upper Thames Street, London as the same is registered at HM Land Registry under Title Number AGL425514 and all that leasehold premises known as Queensbridge House South, Upper Thames Street, London as the same is registered at HM Land Registry under Title Number AGL417394
Residential Property	Nominees	All those leasehold premises known as Queensbridge House South, Upper Thames Street, London as the same is registered at HM Land Registry under Title Number AGL417396
Restaurant property	Nominees	All the leasehold property demised by the Queens Quay Lease (as that term is defined in the Development Agreement) being that leasehold property known as being Part Basement, Ground and First Floors, Queens Quay, 58 Upper Thames Street, London and registered at HM Land Registry under Title Number AGL357355.

### Part 2 – Issued shares

Shareholder	Company	Share type	Number
Pinboard (UK) Limited	Pinboard Nominee 1 Limited	Ordinary shares	2
Pinboard (UK) Limited	Pinboard Nominee 2 Limited	Ordinary shares	2
QBH Holdings Ltd	Ocean House Development Ltd	Ordinary shares	1
QBH Holdings Ltd	Pinboard (UK) Ltd	Ordinary shares	2

### Schedule 3: Assigned Contracts

Date	Parties	Description
On or about the date of this Deed	(i) Limited Partnership; and (ii) Vascroft Contractors Ltd	JCT Design and Build Contract 2011 together with schedule of amendments
25 July 2007 as varied by a deed of variation dated 28 August 2015 and a further deed of variation dated on or about the date of this Deed	(i) the City; (ii) the Limited Partnership; and (ii) Templemark Limited	The development agreement relating to the Properties
On or about the date of this Deed	(i) Limited Partnership; and (ii) Cole Jarman	The agreement for the appointment of the Acoustics Engineer
On or about the date of this Deed	(i) Limited Partnership; and (ii) Museum of London Archaeology	The agreement for the appointment of the Archaeology Consultant
On or about the date of this Deed	(i) Limited Partnership; and (ii) MLM Building Control Limited	The agreement for the appointment of the Building Control Approved Inspector
On or about the date of this Deed	(i) Limited Partnership; and (ii) MLM Consulting Engineers Limited	Deed of appointment of the Principal Designer
On or about the date of this Deed	(i) Limited Partnership; and (ii) Future 54 Limited	The agreement for the appointment of the Employer's Agent
On or about the date of this Deed	(i) Limited Partnership; and (ii) International Fire Consultants Limited	Deed of appointment of the Fire Engineer
On or about the date of this Deed	(i) Limited Partnership; and (ii) Jeremy Gardener Associates Limited	Deed of appointment of the Fire Engineer
On or about the date of this Deed	(i) Limited Partnership; and (ii) Design for Catering Limited trading as Humble Arnold Associates	Deed of appointment of the Food Services/Kitchen and Laundry Design Consultant
On or about the date of this	(i) Limited Partnership; and	Deed of appointment of the



Deed	(ii) Dexter Moren Associates Limited	Interior Designer
On or about the date of this Deed	(i) Limited Partnership; and (ii) Paul Nulty Lighting Design Limited	Deed of appointment of the Lighting Consultant
On or about the date of this Deed	(i) Limited Partnership; and (ii) Sabinus Consultancy Limited	Appointment of the Mechanical and Electrical Monitoring Consultant
On or about the date of this Deed	(i) Limited Partnership; and (ii) Bradbrook Consulting Project and Cost Management Limited	The agreement for the appointment of the Quantity Surveyor
On or about the date of this Deed	(i) Limited Partnership; and (ii) Buxton Associates (Consulting Engineers) Limited	The agreement for the appointment of the Structural Validation and Monitoring Engineer
On or about the date of this Deed	(i) Limited Partnership; and (ii) Transport Planning Consultants	The agreement for the appointment of the Traffic Consultant
On or about the date of this Deed	(i) Limited Partnership; and (ii) Maxim Eyes (UK) Limited	The agreement for the appointment of the Utilities Adviser
On or about the date of this Deed	(i) Limited Partnership; and (ii) Blue Moon Hotels Procurement Services Limited	Deed of appointment of the FF&E Procurement Consultant
On or about the date of this Deed	(i) Limited Partnership; and (ii) Gerald Eve LLP	The agreement for the appointment of the Planning Consultant
On or about the date of this Deed	(i) Limited Partnership; and (ii) London Swimming Pool Co Contracting Limited	Deed of appointment of the appointment of the Swimming Pool Consultant
On or about the date of this Deed	(i) Limited Partnership; and (ii) The Lift Consultancy Central Limited	Deed of appointment of the Lift Consultant
On or about the date of this Deed	(i) Limited Partnership; (ii) Vascroft Contractors Limited; and (iii) Dexter Moren	Post novation warranty (architect)
On or about the date of this Deed	(i) Limited Partnership; (ii) Vascroft Contractors	Post novation warranty (mechanical and electrical)

	Limited; and (iii) Red Engineering Limited	engineer)
On or about the date of this Deed	(i) Limited Partnership; (ii) Vascroft Contractors Limited; and (iii) Barrett Mahoney Consulting Engineers (UK) Limited	Post novation warranty (structural engineer)
On or about the date of this Deed	(i) PGIM; and (ii) the Nominees	The leases together comprising the Hotel Property (as more particularly described in part 1 of Schedule 2)
On or about the date of this Deed	(i) PGIM; and (ii) the Nominees	The lease of the Residential Property (as more particularly described in part 1 of Schedule 2)
On or about the date of this Deed	(i) The Mayor and Commonalty and Citizens of the City of London; (ii) Pinboard Nominee 1 Limited and Pinboard Nominee 2 Limited; and (iii) Templemark Limited	The lease of the restaurant property (as more particularly described in part 1 of Schedule 2)
On or about the date of this Deed	(i) the Nominees; (ii) PGIM; and (iii) the Limited Partnership acting by the Limited Partner	Sale and Leaseback Agreement in relation to the acquisition of headleases of a development site at Upper Thames Street, London EC4 and the grant of sub-leases in respect of a hotel and residential parts
On or about the date of this Deed	(i) Vascroft Contractors Limited; (ii) HCC International Insurance Company PLC; and (iii) the Limited Partnership acting by the Limited Partner	Performance Bond
On or about the date of this Deed	(i) the Limited Partnership acting by the Limited Partner; and (ii) PGIM	Put and Call Option Agreement relating to property at Queensbridge House, Upper Thames Street 25 Little Trinity Lane and Ocean House 10,11 & 12 Little Trinity Lane in the City of London

On or about the date of this Deed	(i) PGIM; and (ii) the Nominees	Option Deed (Buyback Agreement)
On or about the date of this Deed	(i) PGIM (ii) the Limited Partnership acting by the Limited Partner	Substitution Agreement

## Schedule 4: Notice to contract counterparty

To: [Counterparty]

Address: [ ]

[Date]

Dear Sirs,

This letter constitutes notice to you that under a security agreement dated [ ] between, amongst others [ ] as chargor (the **Chargor**) and Secure Trust Bank PLC as security agent (the **Security Agent**), we have assigned by way of security to the Security Agent all of our present and future right, title and interest in and to [describe agreement] (the **Agreement**).

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

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

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.

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 Agreement (if any) to our account with Barclays Bank PLC at [ ], Sort Code [ ], Account No. [ ] (the General Account), 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 [ ].

.....  
For and on behalf of

[ ]

as Chargor

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or charge or notice that any other person claims any rights in respect of the Agreement.

.....  
For and on behalf of

[The Counterparty]

Date: .....

## **Schedule 5: Notices to the Account Bank**

### **Part 1 - Notice to Account Bank regarding Controlled Account**

To: [insert name and address of Account Bank]

Dated: [ ]

Dear Sirs,

We refer to the following accounts which we hold with you:

[insert account number and sort code of the Controlled Account]

as they may from time to time be re-designated or re-numbered (the **Controlled Account**).

We are writing to give you notice of certain rights in respect of the Controlled Accounts that we have granted to Secure Trust Bank PLC as security agent (the **Bank**).

Under a security agreement dated [ ] between, amongst others, us as the chargor and the Bank, we have charged by way of fixed charge in favour of the Bank all amounts standing to the credit of each Controlled Account from time to time (each a **Deposit** and together the **Deposits**) and all of our right, title and interest in, and relating to, each Controlled Account.

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

- (a) to disclose to the Bank any information relating to us, each Controlled Account and each Deposit which the Bank may from time to time request you to disclose to it;
- (b) to hold each Deposit to the order of the Bank, and not permit the whole or any part of any Deposit to be withdrawn by us;
- (c) to pay or release all or any part of each Deposit, and generally to act in relation to each Deposit, only in accordance with the written instructions of the Bank; and
- (d) to comply with the terms of any written notice or instructions in any way relating to or purporting to relate to any Controlled Account or any Deposit which you may receive from the Bank.

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

This letter is governed by English law.

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

Yours faithfully,

.....

for and on behalf of

[Chargor]

copy: Secure Trust Bank PLC

## **Part 2 - Acknowledgement from Account bank regarding Controlled Accounts**

To: [insert name and address of Secure Trust Bank PLC]  
(as agent and security trustee for certain banks and financial institutions, the Bank)

Dated: [ ]

Dear Sirs,

**Security agreement dated [ ] between, amongst others, [Chargor] and Secure Trust Bank PLC (the Security Agreement)**

We acknowledge receipt of a notice (the Notice) from [ ] (the Chargor) dated [ ] that under the Security Agreement it has charged by way of fixed charge in favour of the Bank all of the Chargor's right, title and interest in, and relating to the Controlled Accounts and the Deposits (the Security).

Terms defined in the Notice have the same meaning in this letter.

We confirm that:

- (a) we acknowledge receipt of the Notice and accept the authorisations and instructions contained in the Notice and we undertake to comply with its terms;
- (b) we have not received notice of:
  - (i) any other assignment of or encumbrance over any Deposit or Controlled Account; or
  - (ii) any interest, claim or right in or to either of them by any third party,and we shall promptly give you notice of any such actual, potential or asserted assignment, encumbrance, interest, claim or right of which we become aware;
- (c) we do not, and will not, hold or otherwise have the benefit of any security interest or other encumbrance over any Controlled Account or any Deposit; and
- (d) we will not exercise any right of combination, consolidation, merger or set-off which we may have in respect of any Controlled Account or any Deposit.

We are aware that you are relying on this letter in connection with your rights under the Security.

This letter is governed by English law.

Yours faithfully,

.....  
for and on behalf of [Account Bank]

copy: [Chargor]



**Part 3 - Notice to Account Bank regarding Operating Accounts (other than Hotel Operating Account)**

To: [insert name and address of Account Bank]

Dated: [ ]

Dear Sirs,

We refer to the following accounts which we hold with you:

[insert account number and sort code of General Account or Shareholder General Account or Reserve Account]

as they may from time to time be re-designated or re-numbered (the [General Account **OR** Shareholder General Account **OR** Reserve Account]).

We are writing to give you notice of certain rights in respect of the [General Account **OR** Shareholder General Account **OR** Reserve Account] that we have granted to Secure Trust Bank PLC as security agent (the Bank).

- 1 Under a security agreement dated [ ] between, amongst others, us as the chargor and the Bank (the **Security Agreement**), we have charged by way of fixed charge in favour of the Bank all our rights in respect of any moneys standing to the credit of the [General Account **OR** Shareholder General Account **OR** Reserve Account].
- 2 We notify you that:
  - (a) after you have received notice from the Bank under paragraph 4 below, we may not withdraw any moneys from the [General Account **OR** Shareholder General Account **OR** Reserve Account] without first obtaining the prior written consent of the Bank;
  - (b) there is a prohibition in the Security Agreement on the creation of any further security over the [General Account **OR** Shareholder General Account **OR** Reserve Account]; and
  - (c) you are authorised to disclose information relating to the [General Account **OR** Shareholder General Account **OR** Reserve Account] to the Bank on the request of the Bank.
- 3 After you have received notice from the Bank under paragraph 4 below, we irrevocably authorise and instruct you to:
  - (a) hold all moneys from time to time standing to the credit of the [General Account **OR** Shareholder General Account **OR** Reserve Account] to the order of the Bank; and
  - (b) pay all or any part of those moneys to the Bank (or as it may direct) promptly following receipt of written instructions from the Bank to that effect.

- 4 By counter-signing this notice the Bank confirms that we may make withdrawals from the [General Account **OR** Shareholder General Account **OR** Reserve Account] until such time as the Bank shall notify you (with a copy to us) in writing that its permission is withdrawn.

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

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

This letter is governed by English law.

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

Yours faithfully,

\*\*\*\*\*

for and on behalf of

[Chargor]

copy: [Secure Trust Bank PLC]

**Part 4 - Acknowledgement of Account Bank regarding Operating Accounts  
(other than Hotel Operating Account)**

To: [insert name and address of Secure Trust Bank PLC]  
(as agent and security trustee for certain banks and financial institutions, the Bank)

Dated: [ ]

Dear Sirs,

**Security agreement dated [ ] between, amongst others, [Chargor] and Secure Trust Bank PLC (the Security Agreement)**

We acknowledge receipt of a notice (the Notice) from [ ] (the Chargor) dated [ ] that under the Security Agreement it has charged by way of fixed charge in favour of the Bank all of the Chargor's right, title and interest in, and relating to the [General Account OR Shareholder General Account OR Reserve Account] (the Security).

Terms defined in the Notice have the same meaning in this letter.

We confirm that:

- (a) we acknowledge receipt of the Notice and accept the authorisations and instructions contained in the Notice and we undertake to comply with its terms;
- (b) we have not received notice of:
  - (i) any other assignment of or encumbrance over the [General Account OR Shareholder General Account OR Reserve Account]; or
  - (ii) any interest, claim or right in or to it by any third party,

and we shall promptly give you notice of any such actual, potential or asserted assignment, encumbrance, interest, claim or right of which we become aware;

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

We are aware that you are relying on this letter in connection with your rights under the Security.

This letter is governed by English law.

Yours faithfully,

\*\*\*\*\*  
for and on behalf of [*Account Bank*]

copy: [*Chargor*]

## Part 5 - Notice to Account Bank regarding Hotel Operating Account

To: [insert name and address of Account Bank]

Dated: [ ]

Dear Sirs,

We refer to the following account which we hold with you:

[insert account number and sort code of the Hotel Operating Account]

as may from time to time be re-designated or re-numbered (the **Hotel Operating Account**).

We are writing to give you notice of certain rights in respect of the Hotel Operating Account that we have granted to Secure Trust Bank PLC as security agent (the **Bank**).

- 1 Under a security agreement dated [ ] between, amongst others, us as the chargor and the Bank (the **Security Agreement**), we have charged by way of fixed charge in favour of the Bank all our rights in respect of any moneys standing to the credit of the Hotel Operating Account.
- 2 We notify you that:
  - (a) after you have received notice from the Bank under paragraph 4 below, neither we nor Redefine BDL Hotels (UK) Limited may withdraw any moneys from the Hotel Operating Account without first obtaining the prior written consent of the Bank;
  - (b) there is a prohibition in the Security Agreement on the creation of any further security over the Hotel Operating Account; and
  - (c) you are authorised to disclose information relating to the Hotel Operating Account to the Bank on the request of the Bank.
- 3 After you have received notice from the Bank under paragraph 4 below, we and Redefine BDL Hotels (UK) Limited irrevocably authorise and instruct you to:
  - (a) hold all moneys from time to time standing to the credit of the Hotel Operating Account to the order of the Bank; and
  - (b) pay all or any part of those moneys to the Bank (or as it may direct) promptly following receipt of written instructions from the Bank to that effect.
- 4 By counter-signing this notice the Bank confirms that we and Redefine BDL Hotels (UK) Limited may make withdrawals from the Hotel Operating Account until such time as the Bank shall notify you (with a copy to us) in writing that its permission is withdrawn.

We and Redefine BDL Hotels (UK) Limited acknowledge that you may comply with the instructions in this letter without any further permission from us.

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

This letter is governed by English law.

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

Yours faithfully,

.....

for and on behalf of

[Chargor]

Confirmed by Redefine BDL Hotels (UK) Limited:

.....

for and on behalf of

Redefine BDL Hotels (UK) Limited

copy: [Secure Trust Bank PLC]

## **Part 6 - Acknowledgement of Account Bank regarding Hotel Operating Account**

To: [insert name and address of Secure Trust Bank PLC]  
(as agent and security trustee for certain banks and financial institutions, the Bank)

Dated: [ ]

Dear Sirs,

**Security agreement dated [ ] between, amongst others, [Chargor] and Secure Trust Bank PLC (the Security Agreement)**

We acknowledge receipt of a notice (the Notice) from [ ] (the Chargor) dated [ ] that under the Security Agreement it has charged by way of floating charge in favour of the Bank all of the Chargor's right, title and interest in, and relating to the Hotel Operating Account (the Security).

Terms defined in the Notice have the same meaning in this letter.

We confirm that:

- (a) we acknowledge receipt of the Notice and accept the authorisations and instructions contained in the Notice and we undertake to comply with its terms;
- (b) we have not received notice of:
  - (i) any other assignment of or encumbrance over the Hotel Operating Account; or
  - (ii) any interest, claim or right in or to it by any third party,

and we shall promptly give you notice of any such actual, potential or asserted assignment, encumbrance, interest, claim or right of which we become aware;

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

We are aware that you are relying on this letter in connection with your rights under the Security.

This letter is governed by English law.

Yours faithfully,

.....  
for and on behalf of [Account Bank]

copy: [Chargor]





## **Schedule 6: Notice to Occupational Tenants**

To: [insert name and address of Occupational Tenant]

Dated: [ ]

Dear Sirs,

Re: [here identify the relevant Property, Lease Document and relevant Rental Income] (the **Property**) (the **Lease Document**) and (the **Rental Income**)

We notify you that, pursuant to a security agreement (the **Security Agreement**) dated [ ] between, amongst others, us and Secure Trust Bank PLC as security agent (the **Security Agent**), we have mortgaged our interest in the Property and have assigned by way of security all our right, title and interest in the Lease Document and Rental Income to the Security Agent.

We further notify you that:

1. we may not agree to terminate or to make any amendment to the Lease Document without the prior written consent of the Security Agent;
2. you may continue to deal with us or the property manager (if any) in relation to the Rental Income and the Lease Document until you receive written notice to the contrary from the Security Agent. Thereafter we will cease to have any right to deal with you in relation to the Lease Document and the Rental Income and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Rental Income and/or the Lease Document to the Security Agent or the property manager (if any) on request;
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which we are entitled under the Lease Document direct to the Security Agent (and not to us) unless the Security Agent otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions until you receive notice from the Security Agent to the contrary;
- (b) you have not received notice that we have assigned its rights under the Lease Document and/or the Rental Income to a third party or created any other interest (whether by way of security or otherwise) in the Rental Income and/or the Lease Document in favour of a third party; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Rental Income or any other right under the Lease Document.

The provisions of this notice are governed by English law.

Yours faithfully

\*\*\*\*\*

for and on behalf of

[insert name of Chargor]

[On acknowledgement copy]

To: [insert name and address of Security Agent]

Copy to: [insert name and address of Chargor]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

\*\*\*\*\*

for and on behalf of

[insert name of Occupational Tenant]

Dated: [ ]

## Schedule 7: Notice to Insurers

To: [The Insurers]

Address: [ ]

[Date]

Dear Sirs,

This letter constitutes notice to you that under a security agreement dated [ ] between, amongst others, us as chargor and Secure Trust Bank PLC as security agent (the **Security Agent**) we have assigned by way of security to the Security Agent 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**).

We further notify you that:

- 1 all moneys payable by you to us in respect of the Insurances other than third party Insurances shall be paid as directed by us, unless and until you receive written notice from the Security Agent to the contrary, in which event you should make all future payments as then directed by 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 us, in which case such sums shall be paid as directed by the Security Agent; and
- 3 this authority and instruction is irrevocable 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 Insurances 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 [ ].

.....  
For and on behalf of  
[ ]  
as Chargor

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or notice that any other person claims any rights in respect of the Insurances.

.....  
For and on behalf of  
[The Insurer]

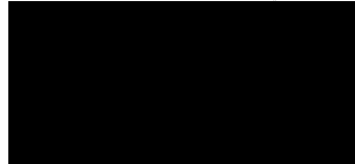
Date:.....

## Execution pages to Security Agreement

### The Chargors

Signed and delivered as a deed  
on behalf of QBH Holdings Limited,  
a company incorporated in Jersey, by  
Al-karim Nathoo, being a person  
who, in accordance with the laws of  
that territory, is acting under the  
authority of the company

sign here:



\_\_\_\_\_  
Authorised signatory

print name: AL-KARIM NATHOO

Executed and delivered as a deed by  
Ocean House Development Ltd  
acting by a director in the presence  
of:

sign here:



\_\_\_\_\_  
Director

print name: AL-KARIM NATHOO

In the presence of:

Witness signature:

Witness sign here:

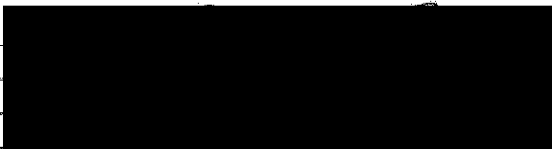


Witness name:

print name:

KARIM SCAANI

Witness address:



Witness occupation:

DRIVER

Executed and delivered as a deed by  
**Pinboard Limited Partnership**  
acting by Pinboard Limited, general  
partner, a company incorporated in  
Jersey, by Al-Karim Nathoo, being a  
person who, in accordance with the  
laws of that territory, is acting under  
the authority of the company

sign here:



Authorised Signatory

print name:

AL-KARIM NATHOO

In the presence of:

Witness signature:

Witness sign here:



Witness name:

print name:

KARIM GILLANI

Witness address:



Witness occupation:

DRIVER

Executed and delivered as a deed by  
**Pinboard (UK) Limited**  
acting by a director in the presence  
of:

sign here:



Director

print name:

AL-KARIM NATHOO

In the presence of:

Witness signature:

Witness sign here:

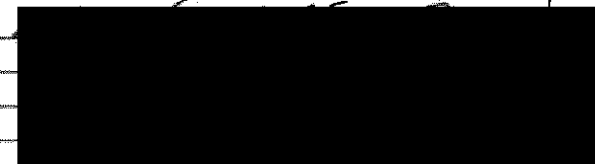


Witness name:

print name:

KARIM GILLANI

Witness address:



Witness occupation:

Signed and delivered as a deed on behalf of **Pinboard Limited**, a company incorporated in Jersey, by Al-karim Nathoo, being a person who, in accordance with the laws of that territory, is acting under the authority of the company

sign here:

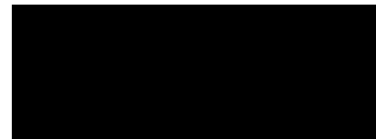


Authorised signatory

print name: AL-KARIM NATHOO

Executed and delivered as a deed by **Pinboard Nominee 1 Limited** acting by a director in the presence of:

sign here:



Director

print name: AL-KARIM NATHOO

In the presence of:

Witness signature:

Witness sign here:

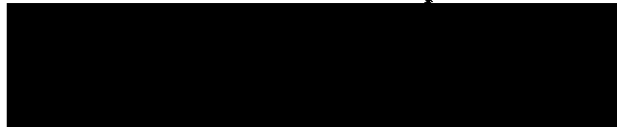


Witness name:

print name:

KARIM GILGANI

Witness address:



Witness occupation:

DRIVER

Executed and delivered as a deed by  
**Pinboard Nominee 2 Limited**  
acting by a director in the presence  
of:

sign here:



Director

print name:

AL-KARIM NATHOO

In the presence of:

Witness signature:

Witness sign here:

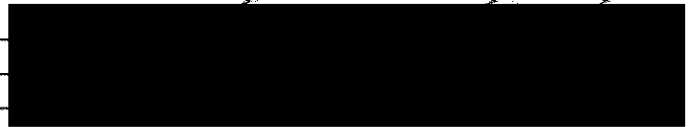


Witness name:

print name:

KARIM S. LAMANI

Witness address:



Witness occupation:

DRIVER

### The Security Agent

Executed and delivered as a deed by  
**Secure Trust Bank PLC** acting by  
two duly appointed Attorneys under a  
Power of Attorney dated 30 January  
2019:

Attorney

Attorney



Executed and delivered as a deed by  
**Pinboard Nominee 2 Limited**  
acting by a director in the presence  
of:

sign here:

Director

print name:

In the presence of:

Witness signature:

Witness sign here:

Witness name:

print name:

Witness address:

Witness occupation:

### The Security Agent

Executed and delivered as a deed by  
**Secure Trust Bank PLC** acting by  
two duly appointed Attorneys under a  
Power of Attorney dated 30 January  
2019:

WITNESS 1.

NAME: LAURA KING

ADDRESS:

OCCUPATION: TEACHER

Attorney 1

Attorney 2

WITNESS 2

NAME: EMMA MARLOW

ADDRESS:

OCCUPATION: ACCOUNTANT