



Registration of a Charge

Company Name: **PINBOARD NOMINEE 2 LIMITED**

Company Number: **06194778**



Received for filing in Electronic Format on the: **14/03/2023**

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Details of Charge

Date of creation: **01/03/2023**

Charge code: **0619 4778 0007**

Persons entitled: **OAKNORTH BANK PLC**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS LAND AND BUILDINGS KNOWN AS QUEENSBRIDGE HOUSE SOUTH, UPPER THAMES STREET, LONDON REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER AGL417394; AND LAND AND BUILDINGS KNOWN AS LAND AT QUEENSBRIDGE HOUSE, UPPER THAMES STREET, LONDON REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER AGL425514. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

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

Contains negative pledge.

Chargor acting as a bare trustee for the property.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **BIRD & BIRD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6194778

Charge code: 0619 4778 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st March 2023 and created by PINBOARD NOMINEE 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th March 2023 .

Given at Companies House, Cardiff on 15th March 2023

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**

Date: 1 March 2023

(1) QBH HOLDINGS LIMITED

**(2) PINBOARD LIMITED PARTNERSHIP ACTING BY ITS GENERAL
PARTNER PINBOARD LIMITED**

(3) PINBOARD LIMITED

(4) PINBOARD (UK) LIMITED

(5) PINBOARD NOMINEE 1 LIMITED

(6) PINBOARD NOMINEE 1 LIMITED

(7) OCEAN HOUSE DEVELOPMENT LIMITED

(8) OAKNORTH BANK PLC

CONFIRMATORY SECURITY AGREEMENT

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BETWEEN

- The Parties listed in (1)-(7) above are each a "**Chargor**" and together the "**Chargors**".

- ## BACKGROUND

- ## 1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Act" means the Law of Property Act 1925;

"Amendment Agreement" means an amendment agreement dated on or about the date of this Deed between, inter alia, the Chargors and the Finance Parties;

"Development Documents" has the meaning given in the Facility Agreement;

"Exhibitionist Borrower" means 4C – The Exhibitionist Ltd, a company incorporated in England and Wales with registered number 13898589 and registered office at 31 Lisson Grove, London, United Kingdom, NW1 6UB;

"Exhibitionist Facility Agreement" means the Facility Agreement dated on around the date of this Deed (as amended, varied or restated from time to time) between, inter alia, the Exhibitionist Borrower and the Exhibitionist Finance Parties;

"Exhibitionist Finance Documents" means any finance document as defined as such in the Exhibitionist Facility Agreement;

"Facility Agreement" means the Original Facility Agreement as amended by the Amendment Agreement;

"Investments" means:

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

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

"Nominees" means Nominee 1 and Nominee 2;

"Original Facility Agreement" means the facility agreement dated 30 June 2021 (as amended, varied or restated from time to time) between (1) QBH Holdings Limited as holdco, (2) Ocean House Development Limited as residential borrower, (3) Pinboard Limited Partnership acting by its general partner Pinboard Limited as hotel borrower, (4) Pinboard Limited as general partner, (5) Pinboard (UK) Limited as limited partner, (6) Pinboard Nominee 1 Limited as nominee 1, (7) Pinboard Nominee 2 Limited as nominee 2, (8) OakNorth Bank Plc as arranger, (9) the financial institutions listed therein as original lenders, (10) OakNorth Bank Plc as agent and (11) the Security Agent as security agent;

"Party" means a party to this Deed;

"Property" means the real property specified in Schedule 1 (Real Property);

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

"Relevant Contracts" means:

- (a) a Headlease;
- (b) a document evidencing any Subordinated Debt;

- (c) the Leaseback Agreement;
- (c) the Buy Back Agreement; and
- (d) any other document designated as such by the Agent and the Chargors;

"Rights of Light Policy" means the Rights of Light Indemnity Policy in respect of the Property dated 20 April 2015 from ERGO Versicherung AG, UK Branch (Policy Reference: EROL0013502CV) as varied from time to time;

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

"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:

- (a) each Transaction Obligor to any Secured Party under each Finance Document;
- (b) each Transaction Obligor to any Secured Party under the Cross-Guarantee; and/or
- (c) the Exhibitionist Borrower to any Secured Party under each Exhibitionist Finance Document;

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

1.2 Construction

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

- (c) any share, stock, debenture, bond or other security or investment includes:
 - (i) any dividend, interest or other distribution paid or payable;
 - (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,
 in each case in respect of that share, stock, debenture, bond or other security or investment; and
- (d) the term **this Security** means any Security created by this Deed.

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

1.3 Third party rights

- 1.3.1 Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- 1.3.2 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.
- 1.3.3 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph 1.3.2 above and the provisions of the Third Parties Act.

1.4 Confirmatory Security Agreement

- 1.4.1 Notwithstanding any other provision of this Deed where:
 - (a) a right or asset has been assigned by the Chargors under the 2021 Security Agreement and the Chargors purport to assign the same asset or right under this Deed, that second assignment will instead take effect as a charge over the Chargors' remaining rights in respect of the relevant asset or right and will only take effect as an

assignment if the assignment created by the 2021 Security Agreement has no, or ceases to have, effect; and/or

- (b) this Deed purports to create a first fixed charge over any assets over which the Chargors granted a fixed charge under the 2021 Security Agreement, that security interest will be a second ranking charge ranking subject to the first ranking charge created by the 2021 Security Agreement until such time as the security interest created by the 2021 Security Agreement has no, or ceases to have, effect,

and for so long as the 2021 Security Agreement remains in force and effect, any reference in this Deed to an asset secured under the 2021 Security Agreement being assigned or the security over any asset secured under the 2021 Security Agreement being first ranking or secured with full title guarantee, shall be construed accordingly and no breach or default shall arise under this Deed or any other Finance Document as a result of the execution of or existence of any security interest created (or purported to be created) under the 2021 Security Agreement or this Deed and the terms of the 2021 Security Agreement, this Deed and the other Finance Documents shall be construed accordingly so that there shall be no such breach or default.

- 1.4.2 Provided that the Chargors are in compliance with the terms of the 2021 Security Agreement (including, without limitation, any obligation to deliver or deposit any deeds, documents of title, certificates, evidence of ownership or related documentation, to give any notice or to carry out any registration or filing (other than the registration of this Deed at Companies House pursuant to section 859 of the Companies Act 2006) then to the extent that the terms of this Deed impose the same or substantially the same obligation in respect of the same assets, the Chargors will be deemed to have complied with the relevant obligations herein by virtue of its compliance under the 2021 Security Agreement.

2. CREATION OF SECURITY

2.1 General

- 2.1.1 Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- 2.1.2 All the security created under this Deed:
 - (a) is created in favour of the Security Agent;
 - (b) is created over present and future assets of each Chargor;
 - (c) is security for the payment of all the Secured Liabilities;
 - (d) subject to the 2021 Security Agreement, is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
 - (e) is subject to the 2021 Security Agreement.

- 2.1.3 The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.2 Land

- 2.2.1 Each Chargor charges:

- (a) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the Property; and
- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.

- 2.2.2 The Nominees (in their capacity as the legal owners of the Property) acknowledge receipt of the proceeds of the Loan made available under the Facility Agreement.

- 2.2.3 A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:

- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (b) 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.

2.3 Investments

- 2.3.1 Each Chargor:

- (a) mortgages by way of a first legal mortgage all shares in any Obligor (other than itself) owned by it or held by any nominee or trustee on its behalf; and
- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) charges by way of a first fixed charge its interest in all its Investments.

2.4 Plant and machinery

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

2.5 Credit balances

- 2.5.1 Each Chargor charges by way of a first fixed charge all of its rights in respect of any Account other than the General Account, any amount standing to the credit of any Account other than the General Account and the debt represented by it.

2.5.2 Each Chargor charges by way of a first fixed charge all of its rights in respect of the General Account, any amount standing to the credit of the General Account and the debt represented by it.

2.5.3 Each Chargor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in paragraphs 2.5.1 and 2.5.2 above, any amount standing to the credit of any such account and the debt represented by it.

2.6 Book debts etc.

2.6.1 Each Chargor charges by way of a first fixed charge:

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

2.7 Insurances

2.7.1 Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance (including the Inherent Defects Insurance Policy and the Rights of Light Policy) taken out by it or on its behalf or in which it has an interest (together, the **Insurance Rights**).

2.7.2 To the extent that they have not been effectively assigned under paragraph 2.7.1 above, each Chargor charges by way of a first fixed charge all of its Insurance Rights.

2.8 Other contracts

2.8.1 Each Chargor:

- (a) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - (i) under each Lease Document;
 - (ii) in respect of all rental income payable under any Occupational Lease;
 - (iii) under any guarantee of rental income contained in or relating to any Lease Document;
 - (iv) under each Relevant Contract;
 - (v) under each Hotel Agreement; and

- (vi) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment (to the extent assignable); and
 - (b) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.
- 2.8.2 To the extent that they have not been effectively assigned under paragraph 2.8.1(a)(i) above, each Chargor charges by way of a first fixed charge all of its rights listed under paragraph 2.8.1(a)(i) above.
- 2.8.3 Each Chargor charges by way of a first fixed charge all of its rights under each Development Document.

2.9 Miscellaneous

- 2.9.1 Each Chargor charges by way of first fixed charge:
- (a) its goodwill;
 - (b) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
 - (c) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (b) above;
 - (d) its uncalled capital; and
 - (e) the benefit of all rights in relation to any item under paragraphs (a) to (d) above.

2.10 Floating charge

- 2.10.1 Each Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.
- 2.10.2 Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by this Clause 2.11 (Floating charge) into a fixed charge as regards any of such Chargor's assets specified in that notice if:
- (a) an Event of Default is continuing; or
 - (b) the Security Agent (acting reasonably) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- 2.10.3 The floating charge created by this Clause 2.11 (Floating charge) may not be converted into a fixed charge solely by reason of:
- (a) the obtaining of a moratorium; or

- (b) anything done with a view to obtaining a moratorium,
under section 1A of the Insolvency Act 1986.

2.10.4 The floating charge created by this Clause 2.11 (Floating charge) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of a Chargor's assets if in relation to such Chargor an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.

2.10.5 The floating charge created by this Clause 2.11 (Floating charge) is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. RESTRICTIONS ON DEALINGS

3.1 Security

Except as expressly allowed under the Facility Agreement, this Deed or the 2021 Security Agreement no Chargor may create or permit to subsist any Security on any Security Asset.

3.2 Disposals

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

4. LAND

4.1 Notices to tenants

4.1.1 Each Chargor must (unless already served under the terms of the 2021 Security Agreement):

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

4.2 Acquisitions

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

- (a) notify the Security Agent immediately;

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

4.3 Land Registry

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of OakNorth Bank Plc referred to in the charges register or their conveyancer. (Standard Form P)".

4.4 Deposit of title deeds

- 4.4.1 Each Chargor must immediately (unless already deposited or procured under the terms of the 2021 Security Agreement):
 - (a) deposit with the Security Agent all deeds and documents necessary to show good and marketable title to any property referred to in Clause 4.2 (Acquisitions) (the **Title Documents**);
 - (b) procure that the Title Documents are held at the applicable Land Registry to the order of the Security Agent; or
 - (c) procure that the Title Documents are held to the order of the Agent by a firm of solicitors approved by the Security Agent for that purpose.

5. INVESTMENTS

5.1 Deposit

- 5.1.1 Each Chargor must immediately (unless already deposited or delivered under the terms of the 2021 Security Agreement):
 - (a) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and
 - (b) execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

5.2 Calls

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

5.3 Other obligations in respect of Investments

- 5.3.1 Each Chargor must promptly send a copy to the Security Agent of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of such Chargor.
- 5.3.2 Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- 5.3.3 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 other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,
- in respect of any of its Investments.

5.4 Voting rights

- 5.4.1 Before this Security becomes enforceable:
- (a) the voting rights, powers and other rights in respect of its Investments will be exercised:
 - (i) by the relevant Chargor; or
 - (ii) if exercisable by the Security Agent, in any manner which the relevant Chargor may direct the Security Agent in writing; and
 - (b) all dividends, distributions or other income paid or payable in relation to any of a Chargor's Investments in accordance with the Facility Agreement must be paid into the General Account.

5.4.2 Each Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of any of its Investments as permitted by this Deed on the direction of such Chargor.

5.4.3 After this Security has become enforceable, the Security Agent may exercise (in the name of any Chargor and without any further consent or authority on the part of any Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

6. ACCOUNTS

6.1 General

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

6.2 Book debts and receipts

6.2.1 Each relevant Chargor must get in and realise its:

- (a) rental income and other amounts due from tenants or any other occupiers of the Mortgaged Property; and
- (b) book and other debts and other moneys due and owing to it,

in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account if required in accordance with paragraph 6.2.2 below) on trust for the Security Agent.

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

6.3 Notices of charge

6.3.1 Each relevant Chargor must (unless already served under the terms of the 2021 Security Agreement):

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

6.3.2 Where the Security Agent is also the Account Bank, the relevant Chargor hereby gives notice to the Security Agent and the Security Agent acknowledges such notice, of the charge over accounts under Clause 2.5 (Credit balances) in respect of any Accounts held with the Security Agent and the relevant Chargor shall not be required to service notice in accordance with this Clause 6.3 in respect of those Accounts.

7. INSURANCES

7.1.1 Each relevant Chargor must (unless already served under the terms of the 2021 Security Agreement):

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

8. HOTEL AGREEMENTS

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

- (a) immediately serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 6 (Forms of Letter for Hotel Agreements), on each counterparty to a contract listed in Clause 2.8 (Hotel Agreements); and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (Forms of Letter for Hotel Agreements).

9. WHEN SECURITY BECOMES ENFORCEABLE**9.1 Event of Default**

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

9.2 Discretion

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

9.3 Statutory powers

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

10. ENFORCEMENT OF SECURITY**10.1 General**

10.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

10.1.2 Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

- 10.1.3 The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

10.2 No liability as mortgagee in possession

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

10.3 Privileges

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

10.4 Protection of third parties

- 10.4.1 No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his/her agents will be concerned to enquire:
- (a) whether the Secured Liabilities have become payable;
 - (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
 - (c) whether any money remains due under the Finance Documents;
or
 - (d) how any money paid to the Security Agent or to that Receiver is to be applied.

10.5 Redemption of prior mortgages

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

10.6 Financial collateral

10.6.1 To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargors under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

10.6.2 Where any financial collateral is appropriated:

- (a) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
- (b) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

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

11. RECEIVER

11.1 Appointment of Receiver

11.1.1 Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:

- (a) this Security has become enforceable; or
- (b) any Chargor so requests to the Security Agent at any time.

11.1.2 Any appointment under paragraph 11.1.1 above may be by deed, under seal or in writing under its hand.

11.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.

11.1.4 The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.

11.1.5 The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

11.2 Removal

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

11.3 Remuneration

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

11.4 Agent of a Chargor

11.4.1 A Receiver will be deemed to be the agent of a Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Such Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

11.4.2 No Secured Party will incur any liability (either to any Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

11.5 Relationship with Security Agent

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

12. POWERS OF RECEIVER**12.1 General**

12.1.1 A Receiver has all of the rights, powers and discretions set out below in this Clause 13 in addition to those conferred on it by any law. This includes:

- (a) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
- (b) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.

12.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

12.2 Possession

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

12.3 Carry on business

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

12.4 Employees

12.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.

12.4.2 A Receiver may discharge any person appointed by any Chargor.

12.5 Borrow money

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

12.6 Sale of assets

12.6.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

12.6.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

12.6.3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of any Chargor.

12.7 Leases

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

12.8 Compromise

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

12.9 Legal actions

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

12.10 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.

12.11 Subsidiaries

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

12.12 Delegation

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

12.13 Lending

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

12.14 Protection of assets

12.14.1 A Receiver may:

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

in each case as he/she thinks fit.

12.15 Other powers

12.15.1 A Receiver may:

- (a) do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- (c) use the name of a Chargor for any of the above purposes.

13. APPLICATION OF PROCEEDS

13.1.1 Subject to clause 13.1.2, all amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and applied in accordance with the Facility Agreement. This Clause 14:

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

13.1.2 Any amounts from time to time are received or recovered by the Security Agent or any Receiver from the Chargors in accordance with this Deed will be held by the Security Agent and applied:

- (a) firstly, to the Finance Parties in accordance with the terms of the Facility Agreement; and
- (b) secondly, the Exhibitionist Finance Parties in accordance with the terms of the Exhibitionist Facility Agreement.

14. EXPENSES AND INDEMNITY

14.1.1 The Chargors must:

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

15. DELEGATION

15.1 Power of Attorney

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

15.2 Terms

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

15.3 Liability

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

16. FURTHER ASSURANCES

16.1.1 Each Chargor must promptly, at its own expense, take whatever action the Security Agent or a Receiver may require for:

- (a) creating, perfecting or protecting any security over any Security Asset; or
- (b) once the Security created by this Deed has become enforceable, facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or

any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

16.1.2 The action that may be required under paragraph 16.1.1 above includes:

- (a) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
- (b) the giving of any notice, order or direction and the making of any filing or registration,

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

17. POWER OF ATTORNEY

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

18. MISCELLANEOUS

18.1 Continuing Security

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

18.2 Tacking

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

18.3 New Accounts

- 18.3.1 If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the relevant Chargor.
- 18.3.2 If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.

- 18.3.3 As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

18.4 Time deposits

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

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

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

18.5 Notice to Chargors

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

19. RELEASE

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

20. GOVERNING LAW

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

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

Schedule 1**Real Property**

Owner(s)	Address of Property
Pinboard Nominee 1 Limited being a company incorporated in England with company number 06194750 and Pinboard Nominee 2 Limited being a company incorporated in England with company number 06194778 holding the Queen's Quay Hotel South Property as nominees on behalf of Pinboard Limited Partnership a limited liability partnership established in England & Wales with registration number LP012133 (" Hotel Borrower ")	<p>The leasehold property known as:</p> <p>Land and buildings known as Queensbridge House South, Upper Thames Street, London registered at the Land Registry with title number AGL417394 (the "South Hotel Property"); and</p> <p>Land and buildings known as land at Queensbridge House, Upper Thames Street, London registered at the Land Registry with title number AGL425514 (the "North Hotel Property"),</p> <p>(together the "Hotel Property")</p>
Pinboard Nominee 1 Limited being a company incorporated in England with company number 06194750 and Pinboard Nominee 2 Limited being a company incorporated in England with company number 06194778 holding the Queen's Quay Hotel South Property as nominees on behalf of Pinboard Limited Partnership a limited liability partnership established in England & Wales with registration number LP012133 (" Hotel Borrower ")	The leasehold property known as Part Basement, Ground and First Floors, Queens Quay, 58 Upper Thames Street, London registered at the Land Registry with title number AGL357355
Ocean House Development Limited being a company incorporated in England with company number 8026523 (" Residential Borrower ")	The leasehold property known as land and buildings know as Queensbridge House South, Upper Thames Street, London registered at the Land Registry with title number AGL417396 (the " Residential Property ")

Schedule 2**Forms of Letter for Occupational Tenants****Part 1****Notice to Occupational Tenant**

To: [Occupational tenant]

Copy: OakNorth Bank Plc (as Security Agent as defined below)

[Date]

Dear Sirs,

Re: [Property address]

**Security Agreement dated [] between, amongst others, [Chargor]
and OakNorth Bank Plc (the Security Agreement)**

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

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

We confirm that:

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

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

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

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

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

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

EXECUTION VERSION

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

Yours faithfully,

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

Part 2**Acknowledgement of Occupational Tenant**

To: OakNorth Bank Plc (as Security Agent)

Attention: []

[Date]

Dear Sirs,

Re: [Property address]

**Security Agreement dated [] between [Chargor]
and OakNorth Bank Plc (the Security Agreement)**

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

We confirm that we:

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

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

Yours faithfully,

.....

For

[Occupational tenant]

Schedule 3**Forms of Letter for Account Bank****Part 1****Notice to Account Bank**

To: [Account Bank]

Copy: OakNorth Bank Plc (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and OakNorth Bank Plc (the Security Agent)**

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

We irrevocably instruct and authorise you to:

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

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

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

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

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

EXECUTION VERSION

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

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

Yours faithfully,

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

Part 2**Acknowledgement of Account Bank**

To: OakNorth Bank Plc (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and OakNorth Bank Plc (the Security Agreement)**

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

We confirm that we:

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

The Accounts maintained with us are:

[Specify accounts and account numbers]

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

Yours faithfully,

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

Schedule 4

Forms of Letter for Insurers

Part 1

Notice to Insurer

To: [Insurer]

Copy: OakNorth Bank Plc (as Security Agent as defined below)

[Date]

Dear Sirs,

Security Agreement dated [] between [Chargor] and OakNorth Bank Plc (the Security Agreement)

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

We confirm that:

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

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

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

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

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

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

EXECUTION VERSION

Yours faithfully,

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

Part 2**Acknowledgement of Insurer**

To: OakNorth Bank Plc (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and OakNorth Bank Plc (the Security Agreement)**

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

We confirm that we:

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

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

Yours faithfully,

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

Schedule 6

Forms of Letter for Hotel Agreements

Part 1

Notice to Counterparty

To: [Contract Counterparty]

Copy: OakNorth Bank Plc (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and OakNorth Bank Plc (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have [assigned absolutely, subject to a proviso for re-assignment on redemption,]/[charged by way of a first fixed charge]¹ to OakNorth Bank Plc (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of [insert details of contract] (the **Contract**).

We confirm that:

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

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

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

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

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

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

¹ Delete as applicable.

Yours faithfully,

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

Part 2**Acknowledgement of Counterparty**

To: OakNorth Bank Plc (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and OakNorth Bank Plc (the Security Agreement)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] (the **Notice**) of [an assignment]/[fixed charge]² on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract] (the **Contract**).

We confirm that we:

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

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

Yours faithfully,

.....
(Authorised signatory)
[Contract counterparty]

² Delete as applicable.

SIGNATURES TO THE DEED

The Chargors

QBH Holdings Limited

Executed as a deed by QBH HOLDINGS)
LIMITED acting by a Director)468561891/AA4C4.....
Signature of Director

Pinboard Limited Partnership

Executed as a deed by PINBOARD)
LIMITED PARTNERSHIP acting by)468561891/AA4C4.....
PINBOARD LIMITED acting by two) Signature of Director
Directors

DocuSigned by:
)
)A35DE6A7A742433.....
) Signature of Director

Pinboard Limited

Executed as a deed by PINBOARD)
LIMITED acting by a Director)468561891/AA4C4.....
Signature of Director

Pinboard (UK) Limited

Executed as a deed by PINBOARD (UK))
LIMITED acting by two Directors)468561891/AA4C4.....
Signature of Director

DocuSigned by:
)
)A35DE6A7A742433.....
) Signature of Director

Pinboard Nominee 1 Limited

Executed as a deed by PINBOARD)
NOMINEE 1 LIMITED acting by two)468561891/AA4C4.....
Directors) Signature of Director

DocuSigned by:
)
)A35DE6A7A742433.....
) Signature of Director

Pinboard Nominee 2 Limited

Executed as a deed by **PINBOARD**)
NOMINEE 2 LIMITED acting by two)
Directors)

DocuSigned by: Al-karim Nathoo
468b61891/AA4C4...
Signature of Director

DocuSigned by: Bashir Nathoo
A35DE6A7A742433...
Signature of Director

Ocean House Development Limited

Executed as a deed by **OCEAN HOUSE**)
DEVELOPMENT LIMITED acting by two)
Directors)

DocuSigned by: Al-karim Nathoo
468b61891/AA4C4...
Signature of Director

DocuSigned by: Bashir Nathoo
A35DE6A7A742433...
Signature of Director

The Security Agent

OakNorth Bank Plc

Signed for and on behalf of
OAKNORTH BANK PLC

by..... Ben wulwik

)
)
)
.....
F566C43F1FFB446
.....
Authorised Signatory