



Registration of a Charge

Company name: **CP CO 32 LIMITED**

Company number: **08206793**

Received for Electronic Filing: **04/10/2018**



Details of Charge

Date of creation: **02/10/2018**

Charge code: **0820 6793 0004**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Brief description: **N/A**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8206793

Charge code: 0820 6793 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd October 2018 and created by CP CO 32 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th October 2018 .

Given at Companies House, Cardiff on 8th October 2018

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SECURITY AGREEMENT

THE CHARGORS LISTED IN SCHEDULE 1

and

**HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
as SECURITY AGENT**

**relating to
a portfolio of car parks**

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THIS DEED is dated 2 October 2018 and is made

BETWEEN:

- (1) THE CHARGORS LISTED IN SCHEDULE 1 HERETO (each a **Chargor** and, together, the **Chargors**); and
- (2) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED as security trustee for the Secured Parties (as defined in the Facility Agreement defined below) (the **Security Agent**).

BACKGROUND:

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

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

Facility Agreement means the £295,650,000 facility agreement dated on or about the date of this Deed between (among others) the **Chargors** and the **Security Agent**.

Investments means:

- (a) all shares in any member of the Group (other than itself and other than shares in a Luxembourg Obligor) 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 in England and Wales 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**.

Party means a party to this Deed.

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

Relevant Contract means:

- (a) an appointment of a **Managing Agent**;
- (b) an appointment of an **Asset Manager**;

- (c) an agreement relating to the purchase of a Property by a Chargor designated as such by the relevant Chargor and the Security Agent in writing.

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 Asset means any asset of a Chargor which is, or is expressed to be, subject to any Security 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 unconditionally and irrevocably paid and discharged in full.

1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (*Construction*) to 1.5 (*Luxembourg terms*) (inclusive) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Facility Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (ii) any **rights** in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities,in each case in respect of or derived from that asset;
 - (iii) any **share, stock, debenture, bond or other security or investment** includes:
 - (A) any dividend, interest or other distribution paid or payable;
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,in each case in respect of that share, stock, debenture, bond or other security or investment; and
 - (iv) the term **this Security** means any Security created by this Deed.
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.

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

2. CREATION OF SECURITY

2.1 General

- (a) Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment of all the Secured Liabilities of the relevant Chargor; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c)
 - (i) If the rights of a Chargor under a document cannot be secured by the first Utilisation Date without the consent of a party to that document or satisfaction of some other condition:
 - (A) that Chargor must notify the Security Agent promptly;
 - (B) this Security will constitute security over all proceeds and other amounts which that Chargor may receive, or has received, under the relevant document but will exclude that Chargor's other rights under that document; and
 - (C) unless the Security Agent otherwise requires, that Chargor must use its reasonable endeavours to obtain the required consent or satisfy the relevant condition
 - (ii) If that Chargor obtains the required consent or satisfies the relevant condition:
 - (A) that Chargor must notify the Security Agent promptly;
 - (B) all of that Chargor's rights under that document will immediately be secured in accordance with Clause 2.9 (*Other contracts*); and
 - (C) Clause 9 (*Other Contracts*) will apply to that document.

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

2.2 Land

- (a) Each Chargor that owns a Property charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 2 (*Real Property*); and
 - (ii) (to the extent that they are not either the subject of a mortgage under paragraph (i) above or freehold or leasehold property in Scotland) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it,in each case, other than in respect of an Excluded Property.

- (b) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

Each Chargor charges by way of a 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 that owns a Property charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession, in each case, other than plant and machinery which is a fixture to an Excluded Property.

2.5 Credit balances

- (a) Each Chargor charges by way of a first fixed charge:
 - (i) all of its rights in respect of any Account it has which is located in England and Wales other than:
 - (A) any account covered and pledged under the Luxembourg Account Pledge Agreement; and
 - (B) the General Account, the Collection Account and the Tenant Deposit Account; and
 - (ii) any amount standing to the credit of any Account it has which is located in England and Wales other than the General Account, the Collection Account and the Tenant Deposit Account and the debt represented by it (other than any Subordinated Debt covered and pledged under the Luxembourg Receivables Pledge Agreement).

- (b) Each Chargor charges by way of a first fixed charge all of its rights in respect of the General Account and the Collection Account, any amount standing to the credit of the General Account and the Collection Account and the debt represented by it (to the extent that such Account is located in England and Wales).
- (c) Each Chargor charges by way of a first fixed charge all of its rights in respect of any account (located in England and Wales) it has with any person other than the accounts referred to in paragraphs (a) and (b) above, any amount standing to the credit of any such account and the debt represented by it (to the extent that such Account is located in England and Wales).

2.6 Book debts etc.

Each Chargor charges by way of a first fixed charge:

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

in each case which is located in, subject to or granted by the laws of England or Wales.

2.7 Insurances

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

2.8 Hedging

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

2.9 Other contracts

- (a) Each Chargor:
 - (i) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - (A) under each Lease Document;
 - (B) in respect of all Rental Income;
 - (C) under any guarantee of Rental Income contained in or relating to any Lease Document;
 - (D) under each Relevant Contract; and

- (E) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
- (ii) charges by way of a 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.
- (b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, each Chargor charges by way of a first fixed charge all of its rights listed under paragraph (a)(i) above.

2.10 Miscellaneous

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.

2.11 Floating charge

- (a) 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 or under any Luxembourg law governed Security Document and in addition, Chariot Investment Holdings 1 S.à r.l. charges by way of a first floating charge all of its present and future business, undertaking and assets situated in Scotland or governed by Scots law, whether or not effectively mortgaged, charged or assigned under this Clause 2.
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by this Clause 2.11 (*Floating charge*) into a fixed charge as regards any of that Chargor's assets specified in that notice if:
 - (i) an Event of Default is continuing; or
 - (ii) the Security Agent 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.
- (c) The floating charge created by this Clause 2.11 (*Floating charge*) may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,
 under section 1A of the Insolvency Act 1986.

- (d) 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 an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator, in respect of that Chargor.
- (e) 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 or this Deed, no Chargor shall 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 shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

4. LAND

4.1 Notices to tenants

Each Chargor must:

- (a) serve a notice of assignment (or in the case of such notice to the Major Tenant, being one notice served by each of the Chargors and relating to each of the Properties) substantially in the form of Part 1 of Schedule 3 (*Forms of Letter for Occupational Tenants*), on each tenant of the Mortgaged Property, such notice to be served within two Business Days of the date of this Deed for each tenant in place on that date; and
- (b) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (*Forms of Letter for Occupational Tenants*).

4.2 Acquisitions

If a 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 promptly;
- (b) as soon as reasonably practicable on request by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent in a form similar in all material respects to this Deed or in any form which the Security Agent may reasonably require; and
- (c)
 - (i) if the title to that freehold or leasehold property is registered at HM Land Registry or required to be so registered, give HM 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 HM 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 HM 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 [] referred to in the charges register or their conveyancer. (Standard Form P)".

4.4 Deposit of title deeds

Each relevant Chargor must immediately:

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

5. INVESTMENTS

5.1 Deposit

Each relevant Chargor must within two Business Days of the date of this Deed:

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

5.2 Calls

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments in accordance with the Facility Agreement.
- (b) If a Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any of its Investments on behalf of that Chargor. Each 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

- (a) Each Chargor must promptly send a copy to the Security Agent of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of that Chargor.

- (b) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
 - (c) The Security Agent is not obliged to:
 - (i) perform any obligation of any Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,
- in respect of any of its Investments.

5.4 Voting rights

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

6. ACCOUNTS

6.1 General

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

6.2 Book debts and receipts

- (a) Each Chargor must get in and realise its:
 - (i) Rental Income and other amounts due from tenants or any other occupiers of the Mortgaged Property; and

- (ii) book and other debts and other moneys due and owing to it,

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

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

6.3 Notices of charge

Each Chargor must:

- (a) within two Business Days of the date of this Deed serve a notice of charge, substantially in the form of Part 1 of Schedule 4 (*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 4 (*Forms of Letter for Account Bank*).

7. HEDGING

The Borrower must:

- (a) within two Business Days of the date of this Deed, serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (*Forms of Letter for Hedge Counterparty*), on each counterparty to a Hedging Agreement; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (*Forms of Letter for Hedge Counterparty*).

8. INSURANCES

Each Chargor must:

- (a) within two Business Day of the date of this Deed serve a notice of assignment, substantially in the form of Part 1 of Schedule 6 (*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 6 (*Forms of Letter for Insurers*).

9. OTHER CONTRACTS

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

- (a) within two Business Day of the date of this Deed serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 7 (*Forms of Letter for Other Contracts*), on each counterparty to a contract listed in Clause 2.9 (*Other contracts*); and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 7 (*Forms of Letter for Other Contracts*).

10. WHEN SECURITY BECOMES ENFORCEABLE

10.1 Event of Default

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

10.2 Discretion

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

10.3 Statutory powers

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

11. ENFORCEMENT OF SECURITY

11.1 General

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

11.2 No liability as mortgagee in possession

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

11.3 Privileges

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

11.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his/her agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or

- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

11.5 Redemption of prior mortgages

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

11.6 Contingencies

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

11.7 Financial collateral

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

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

12. RECEIVER

12.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) a Chargor so requests to the Security Agent at any time.

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

12.2 Removal

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

12.3 Remuneration

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

12.4 Agent of each Chargor

- (a) A Receiver will be deemed to be the agent of each 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. Each Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

12.5 Relationship with Security Agent

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

13. POWERS OF RECEIVER

13.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 13 in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and

- (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

13.2 Possession

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

13.3 Carry on business

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

13.4 Employees

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

13.5 Borrow money

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

13.6 Sale of assets

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

13.7 Leases

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

13.8 Compromise

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

13.9 Legal actions

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

13.10 Receipts

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

13.11 Subsidiaries

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

13.12 Delegation

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

13.13 Lending

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

13.14 Protection of assets

A Receiver may:

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

in each case as he/she thinks fit.

13.15 Other powers

A Receiver may:

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

14. APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this

Security will be held by the Security Agent and applied in accordance with the Facility Agreement. This Clause 14:

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

15. EXPENSES AND INDEMNITY

Each Chargor must:

- (a) within five Business Days of 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 in accordance with clause 16 (*Costs and expenses*) the Facility Agreement; and
- (b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

16. DELEGATION

16.1 Power of Attorney

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

16.2 Terms

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

16.3 Liability

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

17. FURTHER ASSURANCES

- (a) Each Chargor must promptly, at its own expense, take whatever action the Security Agent or a Receiver may require for:
 - (i) creating, perfecting or protecting any security over any Security Asset; or
 - (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes:
 - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or

- (ii) the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Security Agent may consider necessary or desirable.

18. POWER OF ATTORNEY

- (a) Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of that Chargor to, in accordance with paragraph (b) below, execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of that Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law.
- (b) Prior to the occurrence of an Event of Default which is continuing, any attorney appointed under paragraph (a) above may only act as a Chargor's attorney to carry out any obligation of that Chargor under or pursuant to this Deed which that Chargor has failed to satisfy.
- (c) Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 18.

19. MISCELLANEOUS

19.1 Continuing Security

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

19.2 Tacking

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

19.3 New Accounts

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

19.4 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account 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.

19.5 Notice to Chargor

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.

20. RELEASE

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

21. GOVERNING LAW

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

22. ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- (b) 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.
- (c) Notwithstanding paragraph (a) above, 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.

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

SCHEDULE 1**CHARGORS**

Obligor	Jurisdiction of Incorporation	Registered Number
Chariot Lux Bidco S.à r.l.	Luxembourg	B210.296
Chariot Lux Holdco S.à r.l.	Luxembourg	B210.267
Chariot Investment Holdings 1 S.à r.l.	Luxembourg	B211.083
Chariot Investment Holdings 2 S.à r.l.	Luxembourg	B211.084
Chariot Investment Holdings 3 S.à r.l.	Luxembourg	B211.065
Chariot Investment Holdings 4 S.à r.l.	Luxembourg	B211.103
Chariot Investment Holdings 5 S.à r.l.	Luxembourg	B211.123
Chariot Investment Holdings 6 S.à r.l.	Luxembourg	B211.124
Chariot Investment Holdings 7 S.à r.l.	Luxembourg	B211.153
CP Co Borrower Limited	England and Wales	8206514
CP Co 1 Limited	England and Wales	8206558
CP Co 2 Limited	England and Wales	8206664
CP Co 3 Limited	England and Wales	8206667
CP Co 4 Limited	England and Wales	8206652
CP Co 5 Limited	England and Wales	8206676
CP Co 6 Limited	England and Wales	8206616
CP Co 7 Limited	England and Wales	8206654
CP Co 8 Limited	England and Wales	8206632
CP Co 9 Limited	England and Wales	8206660
CP Co 11 Limited	England and Wales	8206634
CP Co 13 Limited	England and Wales	8207067
CP Co 14 Limited	England and Wales	8206648
CP Co 15 Limited	England and Wales	8206679

CP Co 19 Limited	England and Wales	8206707
CP Co 20 Limited	England and Wales	8206708
CP Co 23 Limited	England and Wales	8206734
CP Co 25 Limited	England and Wales	8206750
CP Co 27 Limited	England and Wales	8206759
CP Co 29 Limited	England and Wales	8206760
CP Co 32 Limited	England and Wales	8206793
CP Co 33 Limited	England and Wales	8206802
CP Co 34 Limited	England and Wales	8206818
CP Co 35 Limited	England and Wales	8206849

SCHEDULE 2

REAL PROPERTY

No.	Property Description	Also known as	Post code	Leasehold/ Freehold	Title number	Registered proprietor
1.	Park West, London	London Park West	W2 2QZ	Leasehold	NGL513747	CP Co 8 Limited
2.	Portman Square, London	London Portman Square	W1H 7BG	Leasehold	NGL217023 NGL217024	CP Co 9 Limited
3.	Highcross, Truro	Truro Highcross	TR1 1DQ	Freehold	CL12587 CL188923	Chariot Investment Holdings 1 S.A.R.L.
4.	Drury Lane, London	London Covent Garden	WC2B 5NT	Leasehold	NGL464333	CP Co 13 Limited
5.	Crawford Street, London	London Crawford Street	W1H 1JR	Freehold	LN104381	CP Co 19 Limited
6.	Newhall Street, Birmingham	Birmingham Newhall Street	B3 1SW	Leasehold	WM199605	CP Co 23 Limited
7.	Marlowes, Hemel Hempstead	Hemel Hempstead Hillfield Road	HP2 4AA	Freehold	HD289700	Chariot Investment Holdings 1 S.A.R.L.
8.	Horsefair, Birmingham	Birmingham Horsefair	B1 1DW	Freehold	WM427086	CP Co 3 Limited
9.	St James, Bristol	Bristol St James Barton	BS1 3LJ	Leasehold	AV167577	CP Co 2 Limited
10.	Jackson Road, Essex	Clacton Jackson Road	CO15 1JA	Freehold	EX690498	Chariot Investment Holdings 2 S.A.R.L.
11.	Nunns Road, Colchester	Colchester Nunns Road	CO1 1EJ	Leasehold	EX413125 EX450816	Chariot Investment Holdings 3 S.A.R.L.
12.	Alexandra Gardens, Folkestone	Folkestone Middelburg Square	CT20 1AZ	Freehold	K886301	CP Co 2 Limited
13.	Rumford Street, Liverpool	Liverpool Rumford Street	L2 8SZ	Freehold	LA3315	CP Co 4 Limited
14.	Lee Circle, Leicester	Leicester Lee Circle	LE1 3RE	Freehold	LT260891	CP Co 3 Limited
15.	Rutland Centre, Leicester	Leicester Rutland Centre	LE1 1TQ	Freehold	LT260894	CP Co 3 Limited
16.	Berrington Street, Hereford	Little Berrington Street	HR4 0BS	Freehold	HW79184	Chariot Investment Holdings 2 S.A.R.L.
17.	Tower Ramparts, Ipswich	Ipswich Tower Ramparts	IP1 3DH	Freehold	SK50652 SK55544	Chariot Investment Holdings 4 S.A.R.L.
18.	Hamshaw House, Leicester	Leicester Welford Road	LE2 7AD	Freehold	LT248034	CP Co 3 Limited
19.	St Nicholas Circle, Leicester	Leicester St Nicholas Circle	LE1 4LF	Freehold	LT260872	CP Co 3 Limited
20.	East Street, Leicester	Leicester East Street	LE1 6NB	Freehold Leasehold	LT260871 LT60539	CP Co 3 Limited
21.	Church Street, Kings Lynn	Kings Lynn Church Street	PE30 5EB	Freehold	NK224163	Chariot Investment Holdings 3 S.A.R.L.
22.	Abbey Street, Leicester	Leicester Abbey Street	LE1 3UA	Freehold	LT69075	CP Co 3 Limited

No.	Property Description	Also known as	Post code	Leasehold/ Freehold	Title number	Registered proprietor
23.	Meigh Street, Stoke on Trent	Stoke on Trent Meigh Street	ST1 2ET	Freehold	SF297271	Chariot Investment Holdings 4 S.A.R.L
24.	Wyle Cop, Shrewsbury	Shrewsbury Wyle Cop	SY1 1XE	Freehold Leasehold	SL148111 SL143671	Chariot Investment Holdings 1 S.A.R.L
25.	Sackville Street, Manchester	Manchester Sackville Street	M1 3LY	Freehold	LA326876	CP Co 4 Limited
26.	Stoney Street, Nottingham	Nottingham Stoney Street	NG1 1LS	Leasehold	NT241345	Chariot Investment Holdings 3 S.A.R.L
27.	Rossmore Court, London	London Park Road	NW1 6XU	Leasehold	NGL811552	CP Co 1 Limited
28.	North Street, Newport, Wales	Newport North Street	NP20 1JZ	Freehold	WA354549 WA327238 WA424866	Chariot Investment Holdings 2 S.A.R.L
29.	John Dobson Street, Newcastle	Newcastle John Dobson Street	NE1 8HL	Leasehold	TY176275	CP Co 6 Limited
30.	Rupert Street, Bristol	Bristol Rupert Street	BS1 2PY	Freehold	AV59363	CP Co 3 Limited
31.	Londonderry House, Birmingham	Birmingham Londonderry House	B4 7LX	Leasehold	WM253444	Chariot Investment Holdings 2 S.A.R.L
32.	Birmingham Albany, Birmingham	Birmingham New Street	B5 4AN	Leasehold	WM677637 WM677633	CP Co 3 Limited
33.	Aldersgate Street, London	London Aldersgate	EC1A 4HY	Leasehold	NGL705135	CP Co 7 Limited
34.	Manchester Palace, Manchester	Manchester Palace	M1 6NE	Freehold	GM350518	CP Co 4 Limited
35.	Broadmead, Bristol	Bristol Broadmead	BS1 3AF	Leasehold	AV200373	CP Co 7 Limited
36.	Westgate Street, Cardiff	Cardiff Westgate Street	CF10 1DZ	Leasehold	WA540100	CP Co 7 Limited
37.	Greyfriars Road, Cardiff	Cardiff Greyfriars	CF10 3AD	Freehold Leasehold	WA214814 WA448823	Chariot Investment Holdings 5 S.A.R.L
38.	The Square, Bournemouth	Bournemouth The Square	BH2 6EJ	Leasehold	DT299309	CP Co 2 Limited
39.	St Judes Passage, Birmingham	N/A (Sublet to Network Rail)	B5 4AN	Freehold	WM174811	Chariot Investment Holdings 2 S.A.R.L
40.	Royal Angus, Birmingham	Birmingham Royal Angus	B4 6HY	Leasehold	WK155848	Chariot Investment Holdings 2 S.A.R.L
41.	Exchange Station, Liverpool	Liverpool Pall Mall	L3 6AL	Freehold	MS166040 MS126132	CP Co 4 Limited
42.	Browns Yard, North West	Chester Browns Yard	CH1 3LY	Freehold	CH128732	Chariot Investment Holdings 4 S.A.R.L
43.	St Stephens Street, Norwich	Norwich St Stephens Street	NR1 3PR	Leasehold	NK286389	CP Co 7 Limited
44.	Moorfields, Liverpool	Liverpool Moorfields	L2 2AY	Leasehold (x 2)	MS305644 MS471229	CP Co 7 Limited
45.	Chapel Street, Southport	Southport London Street	PR9 0TJ	Leasehold	MS66211	Chariot Investment Holdings 2 S.A.R.L
46.	Thames Exchange, London	London Vintry Thames Exchange	EC4R 3TB	Leasehold	NGL685513	CP Co 7 Limited
47.	Saffron Hill, London	London Saffron Hill	EC1N 8XA	Leasehold	NGL22701	CP Co 7 Limited

No.	Property Description	Also known as	Post code	Leasehold/ Freehold	Title number	Registered proprietor
48.	Richmond MSCP, London	London Richmond Station	TW9 1DN	Leasehold	SGL165339	CP Co 7 Limited
49.	Glass Street, Stoke on Trent	Stoke On Trent Glass Street	ST1 2ET	Freehold	SF101667 SF233488 SF430922	Chariot Investment Holdings 2 S.A.R.L.
50.	Tacket Street, Ipswich	Ipswich Tacket Street	IP4 1AU	Freehold	SK238983 SK98477 SK28497 SK169934 SK24697 SK37662 SK119800	Chariot Investment Holdings 4 S.A.R.L.
51.	Foundation Street, Ipswich	Ipswich Blackfriars	IP4 1BN	Leasehold	SK85863	Chariot Investment Holdings 4 S.A.R.L.
52.	Great Eastern Street, London	London Great Eastern Street	EC2A 3ER	Leasehold	LN251091	CP Co 7 Limited
53.	Blackfriars, Gloucester	Gloucester Blackfriars	GL1 2HJ	Freehold	GR46309	CP Co 2 Limited
54.	Osbourne Street, Colchester	Colchester Osbourne Street	CO2 7DP	Leasehold	EX457175	Chariot Investment Holdings 3 S.A.R.L.
55.	Cathedral Building, Worcester	Worcester Cathedral	WR1 2LU	Leasehold	WR72792	Chariot Investment Holdings 3 S.A.R.L.
56.	High Street, Weston-Super-Mare	Weston-Super-Mare High Street	BS23 1JF	Freehold Leasehold	AV125525 AV158664	CP Co 7 Limited
57.	Schofields, Leeds	Leeds The Core	LS1 6AD	Leasehold	WYK439532	Chariot Investment Holdings 7 S.A.R.L.
58.	Park Mall, Ashford	Ashford Park Mall	TN24 8RY	Leasehold	K676473	Chariot Investment Holdings 3 S.A.R.L.
59.	Chorlton Street, Manchester	Manchester Chorlton Street	M1 3FY	Leasehold	GM391957	Chariot Investment Holdings 6 S.A.R.L.
60.	Birmingham Airport, Birmingham	Birmingham Airport Car Park 2 & 3	B26 3QJ	Leasehold	WM518898	CP Co 34 Limited
61.	Sherwood Court, London	London Sherwood Court	W1H 5FE	Leasehold	NGL486829	CP Co 1 Limited
62.	Pipers Row, Wolverhampton	Wolverhampton Pipers Row	WV1 3LA	Freehold	WM724251 WM631911	Chariot Investment Holdings 2 S.A.R.L.
63.	Cadogan Place, London	London Cadogan Place	SW1X 9SA	Leasehold	NGL19292	CP Co 7 Limited
64.	Willison Street, Dundee	Dundee Willison Street	DD1 1PW	Freehold	ANG4835	Chariot Investment Holdings 1 S.A.R.L.

SCHEDULE 3

FORMS OF LETTER FOR OCCUPATIONAL TENANTS

PART 1

NOTICE TO OCCUPATIONAL TENANT

To: [Occupational tenant]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

Re: [Property address]

**Security Agreement dated [●] 2018 between, amongst others, Chariot Lux Bidco S.À R.L.
and HSBC Corporate Trustee Company (UK) Limited (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 [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights under the Lease.

We confirm that:

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

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

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

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

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

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [Corporate Trust and Loan Agency, HSBC Securities Services, Level 28, 8 Canada Square, London E14 5HQ (FAO: Daisuke Takekawa)] with a copy to us.

Yours faithfully,

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

PART 2

ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT

To: [Security Agent] (as Security Agent)

Attention: [Daisuke Takekawa]

[Date]

Dear Sirs,

Re: [Property address]

**Security Agreement dated [●] 2018 between, amongst others, Chariot Lux Bidco S.À R.L.
and HSBC Corporate Trustee Company (UK) Limited (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 4

FORMS OF LETTER FOR ACCOUNT BANK

PART 1

NOTICE TO ACCOUNT BANK

To: [Account Bank]

Copy: HSBC Corporate Trustee Company (UK) Limited (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [●] 2018 between, amongst others, Chariot Lux Bidco S.À R.L.
and HSBC Corporate Trustee Company (UK) Limited (the Security Agreement)**

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

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to any Account requested from you by the Security Agent;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent;
- (c) hold all sums standing to the credit of any Account to the order of the Security Agent; and
- (d) in respect of any Account other than the following Accounts,:

Bank	Account Name	Account Number	Sort Code
[●]	General Account	[●]	[●]
[●]	Collection Account	[●]	[●]

(together, the **Unblocked Accounts**), 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 Unblocked Accounts without the prior written consent of the Security Agent.

In respect of the Unblocked Accounts, we are permitted to withdraw any amount from the Unblocked Accounts (in accordance with the terms of a facility agreement to be entered into on or about the date of this notice between, amongst others, Chariot Lux Bidco S.À R.L.us and the Security Agent) 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 Unblocked Accounts 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 Unblocked Accounts without the prior written consent of the Security Agent.

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

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

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [Corporate Trust and Loan Agency, HSBC Securities Services, Level 28, 8 Canada Square, London E14 5HQ (FAO: Daisuke Takekawa)] with a copy to us.

Yours faithfully,

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

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

To: HSBC Corporate Trustee Company (UK) Limited (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [●] 2018 between, amongst others, Chariot Lux Bidco S.À R.L.
and HSBC Corporate Trustee Company (UK) Limited (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 Unblocked Accounts (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 Unblocked Accounts.

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 5

FORMS OF LETTER FOR HEDGE COUNTERPARTY

PART 1

NOTICE TO HEDGE COUNTERPARTY

To: [Hedge Counterparty]

Copy: HSBC Corporate Trustee Company (UK) Limited (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [●] 2018 between, amongst others, Chariot Lux Bidco S.À R.L.
and HSBC Corporate Trustee Company (UK) Limited] (the Security Agreement)**

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

We irrevocably instruct and authorise you to:

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

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

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

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [Corporate Trust and Loan Agency, HSBC Securities Services, Level 28, 8 Canada Square, London E14 5HQ (FAO: Daisuke Takekawa)] with a copy to us.

Yours faithfully,

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

PART 2

ACKNOWLEDGEMENT OF HEDGE COUNTERPARTY

To: HSBC Corporate Trustee Company (UK) Limited (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [●] 2018 between, amongst others, Chariot Lux Bidco S.À R.L.
and HSBC Corporate Trustee Company (UK) Limited (the Security Agreement)**

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

We confirm that we:

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

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

Yours faithfully,

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

SCHEDULE 6
FORMS OF LETTER FOR INSURERS

PART 1

NOTICE TO INSURER

To: [Insurer]

Copy: HSBC Corporate Trustee Company (UK) Limited (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [●] 2018 between, amongst others, Chariot Lux Bidco S.À R.L.
and HSBC Corporate Trustee Company (UK) Limited (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 HSBC Corporate Trustee Company (UK) Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of [insert details of contract of insurance] (the **Insurance**).

We confirm that:

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

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

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

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

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [Corporate Trust and Loan Agency, HSBC Securities Services, Level 28, 8 Canada Square, London E14 5HQ (FAO: Daisuke Takekawa)] with a copy to us.

Yours faithfully,

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

PART 2

ACKNOWLEDGEMENT OF INSURER

To: HSBC Corporate Trustee Company (UK) Limited (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [●] 2018 between, amongst others, Chariot Lux Bidco S.À R.L.
and HSBC Corporate Trustee Company (UK) Limited (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:

- (d) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (e) 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 7

FORMS OF LETTER FOR OTHER CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

To: [Contract Counterparty]

Copy: HSBC Corporate Trustee Company (UK) Limited (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [●] 2018 between, amongst others, Chariot Lux Bidco S.À R.L.
and HSBC Corporate Trustee Company (UK) Limited (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 HSBC Corporate Trustee Company (UK) Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of [insert details of contract] (the **Contract**).

We confirm that:

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

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

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

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

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [Corporate Trust and Loan Agency, HSBC Securities Services, Level 28, 8 Canada Square, London E14 5HQ (FAO: Daisuke Takekawa)] with a copy to us.

¹ Delete as applicable.

Yours faithfully,

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

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: HSBC Corporate Trustee Company (UK) Limited (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [●] 2018 between, amongst others, Chariot Lux Bidco S.À R.L.
and HSBC Corporate Trustee Company (UK) Limited (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:

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

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

Yours faithfully,

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

² Delete as applicable.

SIGNATORIES

The Chargors

**EXECUTED AS A DEED by
CHARIOT LUX BIDCO S.À R.L.**

a company incorporated under the laws of
Luxembourg, acting by...F..Mas..... who, in
accordance with the laws of that territory, is acting
under the authority of that Company in the presence of:

.....
(authorised signatory)

Witness's signature:

Name:

Address:

**EXECUTED AS A DEED by
CHARIOT LUX HOLDCO S.À R.L.**

a company incorporated under the laws of
Luxembourg, acting by...F..Mas.....who, in
accordance with the laws of that territory, is acting
under the authority of that Company in the presence of:

.....
(authorised signatory)

Witness's signature:

Name:

Address:

EXECUTED AS A DEED by
CHARIOT INVESTMENT HOLDINGS 1 S.À R.L.
a company incorporated under the laws of
Luxembourg, acting by.....^{F. Mas}.....who, in
accordance with the laws of that territory, is acting
under the authority of that Company in the presence of:

.....
(authorised signatory)

Witness's signature:

Name:

Address:

EXECUTED AS A DEED by
CHARIOT INVESTMENT HOLDINGS 2 S.À R.L.
a company incorporated under the laws of
Luxembourg, acting by.....^{F. Mas}.....who, in
accordance with the laws of that territory, is acting
under the authority of that Company in the presence of:


.....
(authorised signatory)

Witness's signature:

Name:

Address:

EXECUTED AS A DEED by
CHARIOT INVESTMENT HOLDINGS 3 S.À R.L.
a company incorporated under the laws of
Luxembourg, acting by.....^{F. Mas}.....who, in
accordance with the laws of that territory, is acting
under the authority of that Company in the presence of:


..........
(authorised signatory)

Witness's signature:

Name:

Address:

EXECUTED AS A DEED by
CHARIOT INVESTMENT HOLDINGS 4 S.À R.L.
a company incorporated under the laws of
Luxembourg, acting by.....^{F. Mas}.....who, in
accordance with the laws of that territory, is acting
under the authority of that Company in the presence of:


..........
(authorised signatory)

Witness's signature:

Name:

Address:

EXECUTED AS A DEED by
CHARIOT INVESTMENT HOLDINGS 5 S.À R.L.
a company incorporated under the laws of
Luxembourg, acting by.....^{F. Mas}.....who, in
accordance with the laws of that territory, is acting
under the authority of that Company in the presence of:



.....
(authorised signatory)

Witness's signature:

Name:

Address:

EXECUTED AS A DEED by
CHARIOT INVESTMENT HOLDINGS 6 S.À R.L.
a company incorporated under the laws of
Luxembourg, acting by....^{F. Mas}.....who, in
accordance with the laws of that territory, is acting
under the authority of that Company in the presence of:



.....
(authorised signatory)

Witness's signature:

Name:

Address:

EXECUTED AS A DEED by
CHARIOT INVESTMENT HOLDINGS 7 S.À R.L.
a company incorporated under the laws of
Luxembourg, acting by.....^{F. Mas}.....who, in
accordance with the laws of that territory, is acting
under the authority of that Company in the presence of:

..........
(authorised signatory)

Witness's signature:

Name:

Address:

**EXECUTED AS A DEED by
CP CO BORROWER LIMITED**

acting by....., a director in the presence of:



(director)

Nita Savjani

Witness's signature:

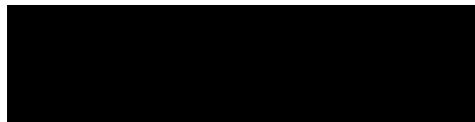


Name: **Charlie Brown**

Address: **6 St Andrew Street
London
EC4A 3AE**

**EXECUTED AS A DEED by
CP CO 1 LIMITED**

acting by....., a director in the presence of:



(director)

Nita Savjani

Witness's signature:



Name: **Charlie Brown**

Address: **6 St Andrew Street
London
EC4A 3AE**

**EXECUTED AS A DEED by
CP CO 2 LIMITED**

acting by....., a director in the presence of:



(director)

Nita Savjani

Witness's signature:



Name: **Charlie Brown**

Address: **6 St Andrew Street
London
EC4A 3AE**

EXECUTED AS A DEED by
CP CO 3 LIMITED

acting by....., a director in the presence of:



(director)

Nita Savjani

Witness's signature:



Name: **Charlie Brown**

Address:

**6 St Andrew Street
London
EC4A 3AE**

EXECUTED AS A DEED by
CP CO 4 LIMITED

acting by....., a director in the presence of:



(director)

Nita Savjani

Witness's signature:



Name: **Charlie Brown**

Address:

**6 St Andrew Street
London
EC4A 3AE**

EXECUTED AS A DEED by
CP CO 5 LIMITED

acting by....., a director in the presence of:



(director)

Nita Savjani

Witness's signature:



Name: **Charlie Brown**

Address:

**6 St Andrew Street
London
EC4A 3AE**

EXECUTED AS A DEED by
CP CO 6 LIMITED

acting by....., a director in the presence of:



(director)

Nita Savjani

Witness's signature:



Name:

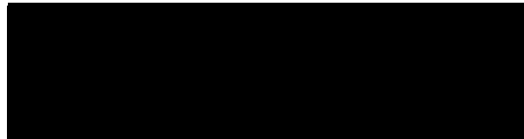
Charlie Brown

Address:

**6 St Andrew Street
London
EC4A 3AE**

EXECUTED AS A DEED by
CP CO 7 LIMITED

acting by....., a director in the presence of:



(director)

Nita Savjani

Witness's signature:



Name:

Charlie Brown

Address:

**6 St Andrew Street
London
EC4A 3AE**

EXECUTED AS A DEED by
CP CO 8 LIMITED

acting by....., a director in the presence of:



(director)

Nita Savjani

Witness's signature:



Name:

Charlie Brown

Address:

**6 St Andrew Street
London
EC4A 3AE**

EXECUTED AS A DEED by
CP CO 9 LIMITED

acting by....., a director in the presence of:

[Redacted Signature]

(director)

Witness's signature:

[Redacted Signature]

Nita Savjani

Name: **Charlie Brown**

Address:

**6 St Andrew Street
London
EC4A 3AE**

EXECUTED AS A DEED by
CP CO 11 LIMITED

acting by....., a director in the presence of:

[Redacted Signature]

(director)

Witness's signature:

[Redacted Signature]

Nita Savjani

Name: **Charlie Brown**

Address:

**6 St Andrew Street
London
EC4A 3AE**

EXECUTED AS A DEED by
CP CO 13 LIMITED

acting by....., a director in the presence of:

[Redacted Signature]

(director)

Witness's signature:

[Redacted Signature]

Nita Savjani

Name: **Charlie Brown**

Address:

**6 St Andrew Street
London
EC4A 3AE**

EXECUTED AS A DEED by
CP CO 14 LIMITED

acting by....., a director in the presence of:

Witness's signature:

Name: **Charlie Brown**

Address: **6 St Andrew Street
London
EC4A 3AE**

(director)

Nita Savjani

EXECUTED AS A DEED by
CP CO 15 LIMITED

acting by....., a director in the presence of:

Witness's signature:

Name: **Charlie Brown**

Address: **6 St Andrew Street
London
EC4A 3AE**

(director)

Nita Savjani

EXECUTED AS A DEED by
CP CO 19 LIMITED

acting by....., a director in the presence of:

Witness's signature:

Name: **Charlie Brown**

Address: **6 St Andrew Street
London
EC4A 3AE**

(director)

Nita Savjani

EXECUTED AS A DEED by
CP CO 20 LIMITED

acting by....., a director in the presence of:

Witness's signature:

Name: **Charlie Brown**

Address: **6 St Andrew Street
London
EC4A 3AE**

(director)

Nita Savjani

EXECUTED AS A DEED by
CP CO 23 LIMITED

acting by....., a director in the presence of:

Witness's signature:

Name: **Charlie Brown**

Address: **6 St Andrew Street
London
EC4A 3AE**

(director)

Nita Savjani

EXECUTED AS A DEED by
CP CO 25 LIMITED

acting by....., a director in the presence of:

Witness's signature:

Name: **Charlie Brown**

Address: **6 St Andrew Street
London
EC4A 3AE**

(director)

Nita Savjani

EXECUTED AS A DEED by
CP CO 27 LIMITED

acting by....., a director in the presence of:

Witness's signature:

Name: **Charlie Brown**

Address: **6 St Andrew Street
London
EC4A 3AE**

(director)

Nita Savjani

EXECUTED AS A DEED by
CP CO 29 LIMITED

acting by....., a director in the presence of:

Witness's signature:

Name: **Charlie Brown**

Address: **6 St Andrew Street
London
EC4A 3AE**

(director)

Nita Savjani

EXECUTED AS A DEED by
CP CO 32 LIMITED

acting by....., a director in the presence of:



(director)

Nita Savjani

Witness's signature:



Name:

Charlie Brown

Address:

**6 St Andrew Street
London
EC4A 3AE**

EXECUTED AS A DEED by
CP CO 33 LIMITED

acting by....., a director in the presence of:



(director)

Nita Savjani

Witness's signature:



Name:

Charlie Brown

Address:

**6 St Andrew Street
London
EC4A 3AE**

EXECUTED AS A DEED by
CP CO 34 LIMITED

acting by....., a director in the presence of:



(director)

Nita Savjani

Witness's signature:



Name:

Charlie Brown

Address:

**6 St Andrew Street
London
EC4A 3AE**

**EXECUTED AS A DEED by
CP CO 35 LIMITED**

acting by....., a director in the presence of:

Witness's signature:



(director)

Nita Savjani

Name: **Charlie Brown**

Address:

6 St Andrew Street
London
EC4A 3AE

Security Agent

**HSBC CORPORATE TRUSTEE COMPANY (UK)
LIMITED**

By: _____

