

MR01

Particulars of a charge

238337



Companies House



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A fee is payable with this form
Please see 'How to pay' on

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument. Use form MR08.



LD2 08/02/2017 #33
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

1

Company details

Company number 0 8 7 5 7 3 7 2 ✓

Company name in full Braeburn Estates (B6/7) T2 Limited ✓



For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 0 3 / 0 2 / 2 0 1 7 ✓

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Barclays Bank plc as Security Agent ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

The leasehold interest in Building 6/7, Southbank Place (being part of the Shell Centre, 2-4 York Road, London SE1) and intended to be known as Belvedere Gardens as more particularly described in and demised by a lease dated 23 July 2015 made between Shell International Petroleum Company Limited (1) Braeburn Estates (B6/7) T1 Limited and Braeburn Estates (B6/7) T2 Limited (2) and Braeburn Estates Management Company Limited (3)

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP, on behalf X
of the Chargee 8 February 2017

This form must be signed by a person with an interest in the charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Alexander Arrell
Company name	Allen & Overy LLP
Address	One Bishops Square
Post town	London
County/Region	
Postcode	E 1 6 A D
Country	United Kingdom
DX	
Telephone	02030884837

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8757372

Charge code: 0875 7372 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd February 2017 and created by BRAEBURN ESTATES (B6/7) T2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th February 2017

Given at Companies House, Cardiff on 15th February 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

Edward Davenport
Solicitor
8 February 2017
Allen & Overy LLP

Except for material redacted pursuant to
s859G of the Companies Act 2006
I certify that this is a correct copy
of the original document

SUPPLEMENTAL DEBENTURE

DATED 3 FEBRUARY 2017

BETWEEN

THE COMPANIES AND LIMITED PARTNERSHIPS LISTED HEREIN
as Chargors

and

BARCLAYS BANK PLC
as Security Agent

relating to the development of
Building B3, Building B4a, Building B4b and Building B6/7 at Shell Centre, York Road, London
SE1

ALLEN & OVERY

Allen & Overy LLP

ALLEN & OVERY

Allen & Overy LLP

0011002-0001173 BK 38060052 5

Allen & Overy LLP
Except for material redacted pursuant to
§859G of the Companies Act 2006
I certify that this is a correct copy
of the original document

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

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THIS DEED is dated 3 February 2017 and is made **BETWEEN**:

- (1) **THE COMPANIES AND LIMITED PARTNERSHIPS** listed in Schedule 1 as **Chargors** (each a **Chargor**); and
- (2) **BARCLAYS BANK PLC** as security agent and trustee for the Secured Parties (as defined in the Credit Agreement defined below) (the **Security Agent**).

BACKGROUND:

- (A) Pursuant to a security agreement dated 13 May 2016 between the **Chargors** and the **Security Agent** (the **Original Security Agreement**), each **Chargor** created **Security Interests** over certain of its assets as security for, among other things, the present and future obligations and liabilities of each **Obligor** under the **Finance Documents** (as amended or supplemented).
- (B) The **Credit Agreement** has been amended by a supplemental agreement dated on or about the date of this Deed between, among others, the **Chargors** and the **Security Agent** (the **Supplemental Agreement**).
- (C) Each **Chargor** and the **Security Agent** consider that the **Security Interests** created by the **Chargors** under the **Original Security Agreement** secure payment of the **Secured Liabilities** (as defined below), but enter into this Deed in case they do not.
- (D) This Deed is supplemental to the **Original Security Agreement**.
- (E) 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. INTERPRETATION

1.1 Definitions

In this Deed.

B4b Partnership Agreement means the agreement dated 3 January 2014 (as amended from time to time to the extent permitted by this Agreement) between the **B4b General Partner** and the **B4b Limited Partner** and includes any relevant resolutions and amending documents.

B4b Partnership Trust Deed means a trust deed dated 3 January 2014 (as amended from time to time to the extent permitted by this Agreement) between **BELP** and the **B4b Limited Partner** under which the **B4b Limited Partner** will hold its partnership interest in the **B4b Borrower** as nominee on trust for **BELP**.

B4b Trust Property means the 99.99% interest in the **B4b Borrower** held by the **B4b Limited Partner** on trust for **BELP**, pursuant to the **B4b Partnership Trust Deed**.

Credit Agreement means the £505,062,067 credit agreement originally dated 23 July 2015, as amended and restated by an amendment and restatement agreement dated on or about the date of this Deed between (amongst others) the parties to this Deed.

Partnership Trust Deed means each of the B3 Partnership Trust Deed, the B4a Partnership Trust Deed, the B4b Partnership Trust Deed or the B6/7 Partnership Trust Deed

Phase Partnership Agreement means each of the B3 Partnership Agreement, the B4a Partnership Agreement, the B4b Partnership Agreement or the B6/7 Partnership Agreement.

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 Obligor to any Secured Party under each Finance Document including those obligations and liabilities as they are amended by the Supplemental Agreement, except for any obligation which, if it were so included, would result in this Deed contravening sections 678 or 679 of the Companies Act 2006.

Trust Property means the B3 Trust Property, the B4a Trust Property, the B4b Trust Property or the B6/7 Trust Property

1.2 Construction

- (a) Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Credit Agreement are to be construed as references to this Deed.
- (c)
 - (i) A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility,
 - (ii) the term **this Security** means any security created by this Deed, and
 - (iii) a reference to any asset, unless the context otherwise requires, includes any present and future asset.
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported 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 (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.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time
- (c) Any Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- (a) 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 and satisfaction of all the Secured Liabilities,
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
 - (v) is subject to the promise of redemption (and, if applicable, reassignment) as set out in Clause 22 (Release) of the Original Security Agreement (as incorporated into this Deed)
- (b) The Security Agent holds the benefit of this Deed and the Security created by or pursuant to it on trust for the Secured Parties.
- (c) All the security created under this Deed:
 - (i) is created in case the security created by the Original Security Agreement does not secure all of the Secured Liabilities, and
 - (ii) is created in addition to and does not affect the security created by the Original Security Agreement
- (d) Where this Deed purports to create a first ranking Security Interest, that Security Interest will be a second ranking Security Interest ranking subject to the equivalent Security Interest created by the Original Security Agreement until such time as the Security Interest created by the Original Security Agreement ceases to have effect
- (e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security Interest created by the Original Security Agreement ceases to have effect at a time when this Deed still has effect

2.2 Land

- (a) Each Chargor, as security for the payment of all the Secured Liabilities, charges in favour of the Security Agent
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now or hereafter owned by it; this includes the real property (if any) specified in Schedule 2 (Real Property) under its name; and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it
- (b) A reference in this Clause 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 Securities

- (a) Each Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds, partnership interests or other securities and investments owned by it and/or held by any nominee on its behalf and all Related Rights
- (b) A reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes:
 - (i) any dividend or interest paid or payable in relation to it; and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

2.4 Trust Property

Each Chargor charges by way of a first fixed charge all of its rights in the Trust Property and under each Partnership Trust Deed and each Phase Partnership Agreement to which it is a party.

2.5 Plant and machinery

Each Chargor charges by way of a first fixed charge all plant and machinery owned by that Chargor and its interest in any plant or machinery in its possession.

2.6 Credit balances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account located in England and Wales (including, without limitation, any account located in England and Wales contemplated by the Credit Agreement or this Deed) it has with any person and the debt represented by it.

2.7 Book debts etc.

Each Chargor charges by way of a first fixed charge:

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

2.8 Insurances

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption:

- (a) all of its rights under any contract of insurance taken out by it or on its behalf or in which it has an interest, and
- (b) all monies payable and all monies paid to it under or in respect of all such contracts of insurance.

2.9 Hedging

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any interest rate hedging arrangements entered into or maintained with a Counterparty pursuant to the relevant provisions of the Credit Agreement (the **Hedging Arrangements** and each a **Hedging Arrangement**) (without prejudice to, and after giving effect to, any netting or set-off provisions contained in such Hedging Arrangements).

2.10 Subordinated Debt

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights.

- (a) in respect of the Subordinated Debt; and
- (b) under each Subordinated Document.

2.11 Other contracts

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:

- (a) under each Lease Document relating to the Mortgaged Property to which it is a party;
- (b) under each Development Document to which it is a party;
- (c) under each parent company guarantee and performance bond granted to it in respect of each Trade Contract entered into by it with a Major Trade Contractor;
- (d) all rental income relating to or deriving from the Mortgaged Property;
- (e) under any guarantee of such rental income contained in or relating to any Occupational Retail Lease Document;

- (f) (in the case of the SPV Limited Partners) under each Partnership Trust Deed to which it is a party;
- (g) (in the case of the Borrowers) under each Unit Disposal Document to which it is party, and
- (h) under any other agreement 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

2.12 Miscellaneous

Each Chargor charges by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill;
- (c) the benefit of any authorisation, licence or consent (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation, licence or consent referred to in paragraph (c) above; and
- (e) its uncalled capital

2.13 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, charge or assignment under this Clause 2.
- (b) Except as provided below, the Security Agent may by notice to any Chargor convert the floating charge created by this Subclause into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
 - (i) subject to paragraph (c) below, an Event of Default occurs and is outstanding,
 - (ii) a Material Event of Default occurs and is outstanding; or
 - (iii) 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.
- (c) Other than in relation to a Material Event of Default, the Security Agent may only convert the floating charge created by this Subclause into a fixed charge as regards any of that Chargor's assets specified in the notice referred to in paragraph (b) above pursuant to paragraph (b)(i) above to the extent that the Event of Default which is outstanding relates to a Development for which that Chargor is a Development Obligor or another Development Obligor in the same group of Development Obligors as that Chargor.
- (d) The floating charge created by this Subclause 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.

- (e) The floating charge created by this Subclause will automatically convert into a fixed charge over all of any Chargor's assets if an administrator is appointed or the Security Agent receives notice of an *intention to appoint an administrator*
- (f) The floating charge created by this Subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. INCORPORATION

- (a) The provisions of clause 3 (Representations and warranties) to 23 (Counterparts) (other than clause 5 4 (H.M Land Registry)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.
- (b) There shall be no requirement to serve any notice on any person contemplated in the provisions incorporated in paragraph (a) above if a similar notice was served on that person in connection with the Original Security Agreement

4. H.M. 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 H.M. 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)"

5. MISCELLANEOUS

- (a) The Original Security Agreement will remain in full force and effect.
- (b) This Deed is designated a Finance Document.

6. 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 entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

CHARGORS

Name	Registered in England and Wales under No
Braeburn Estates (B3) Limited Partnership, acting by its general partner, Braeburn Estates B3 (GP) Limited	LP15776
Braeburn Estates B3 (GP) Limited	8756476
Braeburn Estates (B4a) Limited Partnership, acting by its general partner, Braeburn Estates B4a (GP) Limited	LP15866
Braeburn Estates B4a (GP) Limited	8756772
Braeburn Estates (B4b) Limited Partnership acting by its general partner Braeburn Estates B4b (GP) Limited	LP015867
Braeburn Estates B4b (GP) Limited	8756725
Braeburn Estates (B6/7) Limited Partnership, acting by its general partner, Braeburn Estates B6/7 (GP) Limited	LP15869
Braeburn Estates B6/7 (GP) Limited	8756826
Braeburn Estates (B3) T1 Limited	8756677
Braeburn Estates (B3) T2 Limited	8756683
Braeburn Estates (B4a) T1 Limited	8757313
Braeburn Estates (B4a) T2 Limited	8757308
Braeburn Estates (B4b) T1 Limited	8757363
Braeburn Estates (B4b) T2 Limited	8757359
Braeburn Estates (B6/7) T1 Limited	8757379
Braeburn Estates (B6/7) T2 Limited	8757372
Braeburn Estates B3 (LP) Limited	8756475
Braeburn Estates B4a (LP) Limited	8756746
Braeburn Estates B4b (LP) Limited	8756818
Braeburn Estates B6/7 (LP) Limited	8756853
Braeburn Estates (B3) Residential Limited	8756466

Name	Registered in England and Wales under No.
Braeburn Estates (B4a) Residential Limited	8757053
Braeburn Estates (B6/7) Residential Limited	8757085
Braeburn Estates (B3) Retail Limited	8756462
Braeburn Estates (Lollard Street) Limited	8756459
Braeburn Estates (AH) Limited	8757113

SCHEDULE 2

REAL PROPERTY

Braeburn Estates (B3) T1 Limited and Braeburn Estates (B3) T2 Limited

The leasehold interest in Building 3, Southbank Place (being part of the Shell Centre, 2-4 York Road, London SE1) and intended to be known as 3 York Square as more particularly described in and demised by a lease dated 23 July 2015 made between Shell International Petroleum Company Limited (1) Braeburn Estates (B3) T1 Limited and Braeburn Estates (B3) T2 Limited (2) and Braeburn Estates Management Company Limited (3).

Braeburn Estates (B4A) T1 Limited and Braeburn Estates (B4A) T2 Limited

The leasehold interest in Building 4A, Southbank Place (being part of the Shell Centre, 2-4 York Road, London SE1) and intended to be known as 1 York Square as more particularly described in and demised by a lease dated 23 July 2015 made between Shell International Petroleum Company Limited (1) Braeburn Estates (B4A) T1 Limited and Braeburn Estates (B4A) T2 Limited (2) and Braeburn Estates Management Company Limited (3)

Braeburn Estates (B4B) T1 Limited and Braeburn Estates (B4B) T2 Limited

The leasehold interest in Building 4B, Shell Centre, York Road, London SE1 as more particularly described in and demised by a lease dated 23 July 2015 made between Shell International Petroleum Company Limited (1) Braeburn Estates (B4B) T1 Limited and Braeburn Estates (B4B) T2 Limited (2) and Braeburn Estates Management Company Limited (3) as registered at the Land Registry with title absolute under title number TGL427974.

Braeburn Estates (B4B) Limited Partnership, acting by its general partner, Braeburn Estates B4B (GP) Limited

The beneficial interest in the leasehold premises at Building 4B, Shell Centre, York Road, London SE1 as more particularly described in and demised by a lease dated 23 July 2015 made between Shell International Petroleum Company Limited (1) Braeburn Estates (B4B) T1 Limited and Braeburn Estates (B4B) T2 Limited (2) and Braeburn Estates Management Company Limited (3) the legal title to which is registered at the Land Registry with title absolute under title number TGL427974.

Braeburn Estates (B6/7) T1 Limited and Braeburn Estates (B6/7) T2 Limited

The leasehold interest in Building 6/7, Southbank Place (being part of the Shell Centre, 2-4 York Road, London SE1) and intended to be known as Belvedere Gardens as more particularly described in and demised by a lease dated 23 July 2015 made between Shell International Petroleum Company Limited (1) Braeburn Estates (B6/7) T1 Limited and Braeburn Estates (B6/7) T2 Limited (2) and Braeburn Estates Management Company Limited (3).

Braeburn Estates (B3) Limited Partnership, acting by its general partner, Braeburn Estates B3 (GP) Limited

The beneficial interest in the leasehold premises at Building 3, Southbank Place (being part of the Shell Centre, 2-4 York Road, London SE1) and intended to be known as 3 York Square as more particularly described in and demised by a lease dated 23 July 2015 made between Shell International Petroleum Company Limited (1) Braeburn Estates (B3) T1 Limited and Braeburn Estates (B3) T2 Limited (2) and Braeburn Estates Management Company Limited (3).

Braeburn Estates (B4a) Limited Partnership, acting by its general partner, Braeburn Estates B4a (GP) Limited

The beneficial interest in the leasehold premises at Building 4A, Southbank Place (being part of the Shell Centre, 2-4 York Road, London SE1) and intended to be known as 1 York Square as more particularly described in and demised by a lease dated 23 July 2015 made between Shell International Petroleum Company Limited (1) Braeburn Estates (B4A) T1 Limited and Braeburn Estates (B4A) T2 Limited (2) and Braeburn Estates Management Company Limited (3).

Braeburn Estates (B6/7) Limited Partnership, acting by its general partner, Braeburn Estates B6/7 (GP) Limited

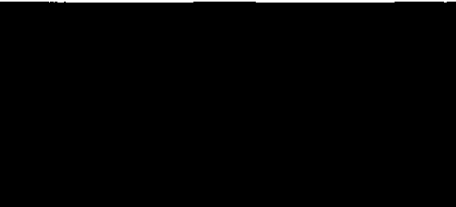
The beneficial interest in the leasehold premises at Building 6/7, Southbank Place (being part of the Shell Centre, 2-4 York Road, London SE1) and intended to be known as Belvedere Gardens as more particularly described in and demised by a lease dated 23 July 2015 made between Shell International Petroleum Company Limited (1) and Braeburn Estates (B6/7) T1 Limited (2) and Braeburn Estates (B6/7) T2 Limited (3).

SIGNATORIES

Chargors

EXECUTED as a DEED by
BRAEBURN ESTATES (B3) LIMITED
PARTNERSHIP
acting by its general partner
BRAEBURN ESTATES B3 (GP) LIMITED
acting by

)
)
)
)



A Director

.....

B Director

EXECUTED as a DEED by
BRAEBURN ESTATES B3 (GP) LIMITED
acting by

)
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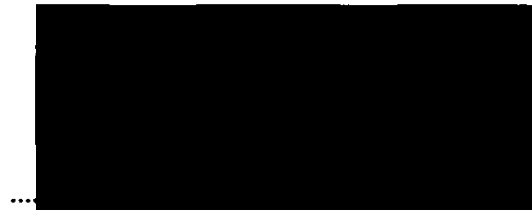
A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES (B4A) LIMITED
PARTNERSHIP
acting by its general partner
BRAEBURN ESTATES B4A (GP) LIMITED
acting by

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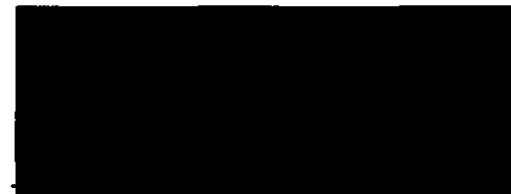
A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES B4A (GP) LIMITED
acting by

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A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES (B4B) LIMITED
PARTNERSHIP
acting by its general partner
BRAEBURN ESTATES B4B(GP) LIMITED
acting by

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A
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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES B4B (GP) LIMITED
acting by

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A Director
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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES (B6/7) LIMITED
PARTNERSHIP
acting by its general partner
BRAEBURN ESTATES B6/7 (GP) LIMITED
acting by

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A Director
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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES B6/7 (GP) LIMITED
acting by

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A Director
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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES (B3) T1 LIMITED
acting by

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A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES (B3) T2 LIMITED
acting by

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A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES (B4A) T1 LIMITED
acting by

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A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES (B4A) T2 LIMITED
acting by

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A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES (B4B) T1 LIMITED
acting by

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A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES (B4B) T2 LIMITED
acting by

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A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES (B6/7) T1 LIMITED
acting by

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A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES (B6/7) T2 LIMITED
acting by

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A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES B3 (LP) LIMITED
acting by

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A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES B4A (LP) LIMITED
acting by

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A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES B4B (LP) LIMITED
acting by

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A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES B6/7 (LP) LIMITED
acting by

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A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES (B3) RESIDENTIAL
LIMITED
acting by

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A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES (B4A) RESIDENTIAL
LIMITED
acting by

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A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES (B4B) RESIDENTIAL
LIMITED
acting by

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A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES (B6/7) RESIDENTIAL
LIMITED
acting by

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A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES (B3) RETAIL
LIMITED
acting by

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A Director

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B Director

EXECUTED as a DEED by
BRAEBURN ESTATES (LOLLARD
STREET) LIMITED
acting by

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A Director
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EXECUTED as a DEED by
BRAEBURN ESTATES (AH) LIMITED
acting by

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A Director
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B Director