



**Registration of a Charge**

Company name: **GS WOODLAND COURT MANAGEMENT NOMINEE LIMITED**

Company number: **09000479**



X7926123

Received for Electronic Filing: **28/06/2018**

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**Details of Charge**

Date of creation: **21/06/2018**

Charge code: **0900 0479 0003**

Persons entitled: **SITUS ASSET MANAGEMENT LIMITED AS SECURITY AGENT**

Brief description: **LEASEHOLD PROPERTY KNOWN AS JAMES LEICESTER HALL, 34  
MARKET ROAD, LONDON N7 9PN WITH LAND REGISTRY TITLE NUMBER  
AGL239557**

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **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: 9000479

Charge code: 0900 0479 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st June 2018 and created by GS WOODLAND COURT MANAGEMENT NOMINEE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2018 .

Given at Companies House, Cardiff on 2nd July 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**

**DATED** 21 June **2018**

**BETWEEN**

**THE ENTITIES NAMED IN SCHEDULE 1**

**as Chargors**

**and**

**SITUS ASSET MANAGEMENT LIMITED**

**as Security Agent**

**In relation to**

**CERTAIN STUDENT RESIDENTIAL ACCOMMODATION  
LOCATED AT Highbury, Islington, King's Cross,  
AND NOTTING HILL**

**ALLEN & OVERY**

**Allen & Overy LLP**

**0114261-0000030 BK:44868061.4A**

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**THIS DEED** is dated 21 June 2018 and made

**BETWEEN:**

- (1) **THE ENTITIES** listed in Schedule 1 (Chargors) as chargors (the **Chargors**); and
- (2) **SITUS ASSET MANAGEMENT LIMITED** (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Credit Agreement defined below).

**BACKGROUND:**

- (A) Each Chargor enters into this Deed in connection with the Credit 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:

**1907 Act** means the Limited Partnerships Act 1907 as amended from time to time.

**Account Bank** means a bank with which a Restricted Account is maintained.

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

**Credit Agreement** means the £330,000,000 facility agreement dated 14 June 2018 between (among others) the Borrowers (as defined therein) and the Security Agent.

**Development Document** means, in respect of any development or construction works carried out at a Property on and from the date of this Agreement:

- (a) a building or construction contract;
- (b) an appointment of a consultant with a material design responsibility including, without limitation, the appointment of an architect, employer's agent, mechanical and electrical engineer, quantity surveyor or structural engineer; or
- (c) a collateral warranty,

in each case, entered into by, or assigned to, a Chargor.

**Excluded Development Document** means:

- (d) JCT Intermediate 2011 (unamended) between (1) GREP London Portfolio II Trustee 1 Limited and GREP London Portfolio II Trustee 2 Limited as trustees for and on behalf of GS Kings Cross Unit Trust and (2) ITC Concepts Limited 17 November 2017; and
- (e) JCT Minor Works 2016 (unamended) between (1) GREP London Portfolio II Trustee 1 Limited and GREP London Portfolio II Trustee 2 Limited as trustees for and on behalf of

GS Notting Hill Unit Trust and (2) Realhurry Ltd (t/a Oakwood Shopfitting) dated 25 October 2017.

**Excluded Lease means:**

- (a) each Student Lease;
- (b) PRS Lease; and
- (c) any other Occupational Lease designated as an Excluded Lease by the Security Agent and/or in respect of which notice has not already been served pursuant to Clause 5.2(a).

**Excluded Nomination Agreements means:**

- (a) the nomination agreement dated 25 September 2017 and made between (i) GS Woodland Court Management GP Limited and GS Woodland Court Management Nominee Limited in their capacity as general partners of GS Woodland Court Management Limited Partnership and (ii) University College London; and
- (b) the nomination agreement dated 16 September 2017 and made between Nido Notting Hill Limited and (ii) University College London.

**Historic Development Document** means those documents set out in Schedule 9 (Historic Development Documents).

**IP Transfer Agreement** means the IP Deed of Assignment & Licence dated on or about the date of this Deed between, among others, certain Chargors and the Aggregator JPUT.

**Limited Partnership** means each of:

- (a) GS Wedgwood Court Management Limited Partnership acting by its general partner, GS Wedgwood Court Management GP Limited, a limited liability company registered in England and Wales with company number 8999101;
- (b) GS Woodland Court Management Limited Partnership acting by its general partner, GS Woodland Court Management GP Limited, a limited liability company registered in England and Wales with company number 8999021; and
- (c) GS Woodland Court Limited Partnership acting by its general partners, GS Woodland Court GP 1 Limited, a limited liability company registered in England and Wales with company number 06427339 and GS Woodland Court GP 2 Limited, a limited liability company registered in England and Wales with company number 06427359.

**Limited Partnership Interest** means each Chargor's rights, title and interests (whether as a limited partner, general partner or otherwise) in each Limited Partnership or held by any nominee or trustee on its behalf (including, without limitation, any rights, title and interests arising under the partnership agreement relating to that Limited Partnership, the Limited Partnership Act 1907 (or other law or regulation relating to limited partnerships) or otherwise) and including, without limitation, any interest in the capital of, any right to receive the profits of, and any right to receive any distribution in respect of such rights, title and interest.

**Materials** has the meaning given to that term in each Management Agreement.

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

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

**Relevant Contract** means:

- (a) each appointment of a Manager (including each Management Agreement);
- (b) each appointment of an Operator (including each Operator Agreement);
- (c) each Subordinated Document;
- (d) each Development Document;
- (e) any declaration of trust relating to a nominee's ownership of property on behalf of a Limited Partnership;
- (f) the IP Transfer Agreement; and
- (g) any other agreement, instrument or other document to which any Chargor is a party and which the Security Agent and that Chargor have designated in writing as a Relevant Contract.

**Restricted Account** means any account of a Chargor (other than any Tenant Deposit Account or an account held in Jersey which is subject to a Jersey law governed Security Document) and includes:

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred; and
- (b) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes.

**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 or in connection with each Finance Document, except for any obligation which, if it were so included, would result in this Deed contravening section 678 or 679 of the Companies Act 2006.

**Security Asset** means each asset of a Chargor which is, or is intended 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 Credit Agreement have the same meaning in this Deed, unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (Construction) to clause 1.8 (Unit Trust Trustee References) 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 will be construed as references to this Deed.
- (c) Any reference in this Deed to:
  - (i) a **clearance system** means a person whose business is or includes the provision of clearance services or security accounts, or any nominee or depositary for that person;
  - (ii) a **Finance Document** or any other agreement or instrument includes (without prejudice to any restriction on amendments) any amendment to that Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility;
  - (iii) any **rights** in respect of an asset include all amounts and proceeds paid or payable, all rights to make any demand or claim, and all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;
  - (iv) any **share, stock, Limited Partnership Interest, 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;
    - (C) any right against any clearance system;
    - (D) any right under any custody or other agreement (including any right to require delivery up of any cash or other assets); and
    - (E) any cash or securities account maintained by any custodian or other entity,in each case, in relation to that share, stock, debenture, bond or other security or investment;
  - (v) **this Security** means any security created by this Deed; and
  - (vi) an agreement, instrument or other document **to which it is a party** includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- (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 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:
  - (i) the proceeds of any disposal of that Security Asset; and
  - (ii) any present and future assets of that type.

### **1.3 Third party rights**

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the **Third Parties Act** to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Secured Party 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**.

### **1.4 Entry into this Deed as bare trustees**

Notwithstanding that each Unit Trust Trustee has entered into this Deed in its capacity as trustees of the relevant Unit Trust, to the extent that the Security Assets comprise Trust Income (which by virtue of the any Trust Instrument is not a trust asset but accrues and belongs to the Unitholders) and that each Unit Trust Trustee consequently holds such Trust Income on bare trust for the relevant Unitholders, the relevant Unit Trust Trustees also enter into this Deed in their capacity as bare trustees of all such Trust Income for the purposes of creating the Security over such Trust Income provided for in this Deed.

## **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 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.

- (b) If the rights of a Chargor under a document cannot be secured without the consent of a party to that document or satisfaction of some other condition:
- (i) that Chargor must notify the Security Agent as soon as reasonably practicable upon becoming aware of the same;
  - (ii) this Security will constitute security over all proceeds and other amounts which that Chargor may receive, or has received, under that document but exclude that Chargor's other rights under the document until that Chargor obtains the required consent or satisfies the relevant condition;
  - (iii) unless the Security Agent (acting on the instructions of the Majority Lenders) otherwise requires, that Chargor must use its reasonable endeavours to obtain the required consent or satisfy the relevant condition; and
  - (iv) if that Chargor obtains the required consent or satisfies the relevant condition:
    - (A) that Chargor must notify the Security Agent promptly; and
    - (B) all that Chargor's rights under the document will immediately be secured in accordance with this Deed.
- (c) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

## **2.2 Land**

- (a) Each Chargor charges:
- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it; this includes the real property (if any) specified in Schedule 2 (Security Assets) under its name under the heading **Real Property**; and
  - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property 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 Investments**

Each Chargor:

- (a) mortgages by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee, trustee, custodian or clearance system on its behalf; and

- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities or investments owned by it or held by any nominee, trustee, custodian or clearance system on its behalf (other than a Limited Partnership Interest).

#### **2.4 Limited Partnership Interests**

- (a) Each Chargor charges by way of a first fixed charge all of the Limited Partnership Interests owned by it or held by any nominee on its behalf.
- (b) Other than any assets effectively charged in paragraph (a) above, each Chargor assigns and agrees to assign by way of security all of its Limited Partnership Interests, including all moneys which at any time may be or become payable to that Chargor, and the proceeds of any claims, awards and judgments which may at any time be receivable or received by that Chargor.
- (c) To the extent that any right, title or interest described in paragraph (a) or (b) above is not chargeable, assignable or capable of assignment or being charged either by reason of law or otherwise (or if the right, title or interest is deferred as a result of paragraph (d) below), the charge or assignment purported to be effected by paragraphs (a) or (b) above shall only operate as a charge or an assignment of any and all proceeds, distributions, damages, compensation, remuneration, profit, rent or income which the relevant Chargor may derive from such right, title or interest or be awarded or entitled to in respect thereof.
- (d) No part of any Limited Partnership Interest shall be charged or assigned pursuant to this Clause to the extent it would result in the Security Agent or any other person (except a Chargor) being required to be registered as a general partner or limited partner of that Limited Partnership until the later of this Security becoming enforceable and the Security Agent giving notice to the Company that this paragraph (d) shall cease to apply.

#### **2.5 Plant and machinery**

Each Chargor 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.

#### **2.6 Restricted credit balances**

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

#### **2.7 Book debts etc.**

- (a) Each Chargor charges by way of a first fixed charge:

- (i) all of its Subordinated Debt;
- (ii) all of its book and other debts;
- (iii) all other moneys due and owing to it; and
- (iv) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (i) or (iii) above.

## **2.8 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.

## **2.9 Hedging**

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

## **2.10 Historic Development Documents**

- (a) Each Chargor charges by way of a first fixed charge all of its rights in respect of any Historic Development Document to which it is a party.
- (b) Each Chargor charges by way of a first fixed charge all of its rights in respect of any Excluded Development Documents on the date on which the Excluded Development Documents are novated or assigned to that Chargor.

## **2.11 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, other than the Excluded Nomination Agreements;
    - (B) in respect of all Operating Income;
    - (C) under any guarantee of Operating 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 (as defined in Clause 6); 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.
- (b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, the Chargor charges by way of a first fixed charge all of its rights listed under paragraph (a)(i) above.

## **2.12 Intellectual property**

Each Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right; this includes the patents and trademarks;
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above,

in each case, whether registered or not and including all applications for any of the rights referred to in paragraphs (a), (b) and (c), *provided that* the Parties acknowledge that the only such rights existing on the date hereof are the Chargors' rights in the Materials and non-exclusive licensed rights granted to certain of the Chargors by (i) Greystar Europe Holdings Limited and (ii) Chapter Master Trustee Limited in its capacity as trustee of Chapter Master Unit Trust.

## **2.13 Miscellaneous**

Each Chargor charges by way of a first fixed charge:

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

## **2.14 Floating charge**

- (a) Each Chargor (other than any Chargor which is itself a Limited Partnership) charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause.
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Clause 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 (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) The floating charge created by this Clause 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 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 is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

### **3. REPRESENTATIONS - GENERAL**

#### **3.1 Nature of security**

Each Chargor represents and warrants to each Finance Party that this Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

#### **3.2 Times for making representations**

- (a) The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed.
- (b) Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be made by each Chargor by reference to the facts and circumstances then existing on each date during the Security Period.

### **4. RESTRICTIONS ON DEALINGS**

No Chargor may:

- (a) create or permit to subsist any Security Interest on any Security Asset; or
  - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as expressly allowed under the Credit Agreement or this Deed.

## **5. LAND**

### **5.1 General**

In this Clause:

**Mortgaged Property** means all freehold or leasehold property included in the definition of **Security Asset** and, where the context so requires, includes any buildings on that property.

### **5.2 Notices to tenants and counterparties under Nomination Agreements**

(a) Subject to Clause 5.2(b), each Chargor must:

- (i) save in respect of each Excluded Lease, promptly after the date of this deed serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (Forms of letter for Occupational Tenants), on each tenant of the Mortgaged Property; and
- (ii) use reasonable endeavours to ensure that each such tenant or counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (Forms of letter for Occupational Tenants).

(b) After this security has become enforceable, each Chargor must:

- (i) immediately on request by the Security Agent serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (Forms of letter for Occupational Tenants), on each tenant of or counterparty to an Excluded Lease; and
- (ii) use reasonable endeavours to ensure that each such tenant or counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (Forms of letter for Occupational Tenants).

(c) Each Chargor must:

- (i) save in respect of each Excluded Nomination Agreement and each Excluded Lease, promptly after the date of this deed serve notices of assignment, substantially in the form of Part 1 of Schedule 8 (Forms of letter for Relevant Contracts and Nomination Agreements), on each counterparty to a Nomination Agreement; and
- (ii) use its reasonable endeavours to procure that the counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 8 (Forms of letter for Relevant Contracts and Nomination Agreements).

### **5.3 Access**

Each Chargor must permit the Security Agent and any person nominated by it at all reasonable times to enter any part of its Mortgaged Property and view the state of it.

### **5.4 Acquisitions**

(a) If a Chargor acquires any freehold or leasehold property after the date of this Deed it must:

- (i) notify the Security Agent promptly;



- (ii) promptly on demand 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 any form (consistent with this Deed) which the Security Agent may reasonably require;
  - (iii) if the title to that freehold or leasehold property is registered at H.M. Land Registry or required to be so registered, give H.M. Land Registry written notice of this Security; and
  - (iv) if applicable, ensure that this Security is correctly noted in the Register of Title against that title at H.M. Land Registry.
- (b) If the consent of the landlord in whom the reversion of a lease is vested is required for a Chargor to execute a legal mortgage over that lease, that Chargor will not be required to perform that obligation unless and until it has obtained the landlord's consent. That Chargor must use its reasonable endeavours to obtain the landlord's consent.

## **5.5 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 security agreement dated [ ] in favour of Situs Asset Management Limited referred to in the charges register or their conveyancer. (Standard Form P)".

## **5.6 Deposit of title deeds**

Each Chargor must deposit with the Security Agent all deeds and documents of title relating to its Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by it or on its behalf.

# **6. INVESTMENTS**

## **6.1 General**

In this Clause, **Investments** means

- (a) the Limited Partnership Interests; and
- (b) all other shares, stocks, debentures, bonds or other securities or investments which are Security Assets.

## **6.2 Investments**

Each Chargor represents and warrants to each Finance Party that:

- (a) its shares included in the definition of Security Asset and, to the extent applicable, its other Investments, are fully paid;
- (b) it (or a nominee, trustee, custodian or clearance system on its behalf) is the sole legal, and it (in the case of each Unit Trust Trustee, subject to the terms of the applicable Trust Instrument) is the sole beneficial, owner of its Investments; and

- (c) its Investments are free of any Security Interests (except for those created by or pursuant to the Security Documents or permitted under the Credit Agreement) and any other rights or interests in favour of third parties.

### **6.3 Deposit**

Each Chargor must:

- (a) on the date of this Deed, or, in the case of any Investment a Chargor becomes entitled to at a later date, promptly upon becoming entitled to the relevant Investment; 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 any of its Investments; and
- (b) on the date of this Deed, or, in the case of any Investment a Chargor becomes entitled to at a later date, promptly on becoming entitled to the relevant Investment, 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 or otherwise obtain a legal title to any of its Investments.

### **6.4 Changes to rights**

Save as permitted pursuant to the Credit Agreement, no Chargor may take any action or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further Investments being issued without the prior consent of the Security Agent.

### **6.5 Calls**

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments.
- (b) If a Chargor fails to do so, the Security Agent (acting on the instructions of the Majority Lenders) may pay the calls or other payments on behalf of that Chargor. That Chargor must, immediately on demand, reimburse the Security Agent for any payment made by the Security Agent under this Clause.

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

- (a) Each Chargor must promptly copy to the Security Agent and comply with all requests for information which is within its knowledge and which are made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association, shareholder agreement, partnership agreement or other constitutional document 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 if failure to do so would, or would reasonably be expected to, have a Material Adverse Effect.
- (c) The Security Agent is not obliged to:
  - (i) perform any obligation of a 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 Investment.

## **6.7 Voting rights and dividends**

### **(a) Before this Security becomes enforceable:**

- (i) each Chargor may continue to exercise (or refrain from exercising) the voting rights and any other rights or powers in respect of its Investments; and
- (ii) if the voting rights or other rights or powers are exercisable by the Security Agent, the Security Agent must exercise (or refrain from exercising) them as that Chargor may direct in writing.

### **(b) Each Chargor must indemnify the Security Agent against any cost, loss or liability incurred by the Security Agent as a consequence of the Security Agent acting (or refraining from acting) in respect of any Investments as directed by any Chargor.**

### **(c) After this Security has become enforceable:**

- (i) the Security Agent may exercise (or refrain from exercising), 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 other rights or powers which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise; and
- (ii) if any Investments remain registered in the name of a Chargor, that Chargor irrevocably appoints the Security Agent as its proxy to exercise the voting rights and other rights or powers in respect of the Investments.

## **6.8 Assignment of Limited Partnership Interests**

### **(a) After this Security has become enforceable, each relevant Chargor will, if requested by the Security Agent or its nominee to effect an assignment of any Limited Partnership Interest (as specified by the Security Agent or its nominee) and complying at all times with the provisions applicable to the assignment of such Limited Partnership Interests contained in the 1907 Act and the relevant limited partnership agreement:**

- (i) use all reasonable endeavours to ensure (and to take (and refrain from taking) such steps as are requested by the Security Agent, any Receiver or any assignee in order to ensure) that all consents necessary for the assignment of such Limited Partnership Interest to the Security Agent or its nominee are duly obtained in accordance with section 6(5)(b) of the 1907 Act and any limited partnership agreement in respect of that Limited Partnership Interest

including, without limitation, the unanimous consent of all partners to such assignment (and each Chargor hereby gives any such consents that are required of it for this purpose);

- (ii) if it is a general partner:
    - (A) advertise notice of the assignment of such Limited Partnership Interest in the London Gazette, within seven days of such assignment and in accordance with section 10 of the 1907 Act; and
    - (B) file a Form LP6 with the Registrar of Limited Partnerships at Companies House in accordance with section 9 of the 1907 Act; and
  - (iii) record the Security Agent or its nominee (as applicable) as the assignee of such Limited Partnership Interest and the new limited partner in the relevant Limited Partnership within seven days of such assignment and in accordance with section 9 of the 1907 Act.
- (b) Any moneys received by the Security Agent or a Receiver in respect of any Limited Partnership Interest assigned pursuant to this Clause will be applied by the Security Agent in accordance with Clause 17 (Application of proceeds).
  - (c) The Security Agent shall, following the discharge of all of the Secured Liabilities, re-assign any Limited Partnership Interest assigned to it pursuant to this Clause to the relevant Chargor(s) using all reasonable endeavours to follow the provisions applicable to the assignment of limited partnership interests contained in the 1907 Act.

#### **6.9 Clearance systems**

Each Chargor must, if requested by the Security Agent, instruct any clearance system to transfer any Investment held by it for that Chargor or its nominee to an account of the Security Agent or its nominee with that clearance system.

#### **6.10 Custodian arrangements**

Each Chargor must:

- (a) as soon as reasonably practicable give notice of this Security to any custodian or other entity in respect of any Investment held for it by that custodian or other entity in a form the Security Agent may require; and
- (b) use its reasonable endeavours to ensure that the custodian or other entity acknowledges that notice in a form the Security Agent may reasonably require.

### **7. RESTRICTED CREDIT BALANCES**

#### **7.1 Book debts and receipts**

- (a) Each Chargor must get in and realise its:
  - (i) rent and other amounts due from tenants 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 pay all the proceeds of the getting in and realisation into a Restricted Account in accordance with the Credit Agreement.

## **7.2 Representations**

Each Chargor represents and warrants to each Finance Party that:

- (a) it is the sole legal and beneficial owner of the credit balance from time to time in each Restricted Account which it maintains; and
- (b) those credit balances are free of any Security Interests (except for those created by or pursuant to the Security Documents or as permitted by the Credit Agreement) and any other rights or interests in favour of third parties.

## **7.3 Withdrawals**

Except if permitted pursuant to the Credit Agreement or with the prior consent of the Security Agent, no Chargor may withdraw any moneys (including interest) standing to the credit of any Restricted Account.

## **7.4 Notices of charge**

Each Chargor must:

- (a) as soon as reasonably practicable 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 its 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).

## **7.5 Change of Account Banks**

- (a) The Account Bank in respect of a Restricted Account may be changed to another bank or financial institution if the Security Agent so agrees and must be changed if the Security Agent so requires.
- (b) A change of Account Bank will only be effective when the relevant Chargor and the new Account Bank have delivered a notice and acknowledgement substantially in the form set out in Schedule 4 (Forms of letter for Account Bank).

## **8. INSURANCES**

Each Chargor must:

- (a) immediately or, in the case of any Insurance or Title Insurance Policy entered into at a later date, on the date of entry into that Insurance or Title Insurance Policy, after the date of this Deed serve a notice of charge, substantially in the form of Part 1 of Schedule 5 (Forms of letter for Insurers), on each counterparty to an Insurance or Title Insurance Policy; 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 Insurers).

## **9. HEDGING**

Each Chargor must:

- (a) immediately or, in the case of any Hedging Agreement entered into at a later date, on the date of entry into that Hedging Agreement, serve a notice of assignment substantially in the form of Part 1 of Schedule 6 (Forms of letter for Hedge Counterparty) on each counterparty to that Hedging Agreement; 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 Hedge Counterparty).

## **10. HISTORIC DEVELOPMENT DOCUMENTS**

- (a) After this security has become enforceable, each Chargor must:

- (i) immediately on request by the Security Agent serve a notice of charge in the form of Part 1 of Schedule 7 (Forms of letter for Development Documents) on each counterparty to the Historic Development Documents entered into on or prior to the date of this Deed; and
- (ii) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 7 (Forms of letter for Development Documents).

## **11. RELEVANT CONTRACTS**

### **11.1 Notices of assignment/charge**

Each Chargor must:

- (a) Immediately or, in the case of any Relevant Contract entered into at a later date, on the date of entry into that Relevant Contract, serve a notice of assignment, substantially in the form of Part 1 of Schedule 8 (Forms of Letter for Relevant Contracts and Nomination Agreements), on each counterparty to a Relevant Contract to which it is a party; and
- (b) use its reasonable endeavours to procure that the counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 8 (Forms of Letter for Relevant Contracts and Nomination Agreements).

### **11.2 Restrictions on assignment/charge**

Each Chargor must ensure that, except with the prior consent of the Security Agent, each:

- (a) Relevant Contract; and
- (b) Nomination Agreement (other than an Excluded Nomination Agreement or an Excluded Lease),

to which it is or becomes a party does not contain any restrictions on the relevant Chargor assigning by way of security or charging that agreement or document in favour of the Security Agent.

## **12. INTELLECTUAL PROPERTY**

### **12.1 General**

In this Clause **Intellectual Property Rights** means:

- (a) any know-how, patent, trade mark, service mark, design, business name or similar right;
- (b) any copyright or other intellectual property monopoly right;
- (c) any interest (including by way of licence) in any of the above; or
- (d) any application for any of the above,

in each case, whether registered or not, and which are Security Assets.

### **12.2 Representations**

Each Chargor represents and warrants to each Finance Party that:

- (a) it is the legal and beneficial owner of those Intellectual Property Rights;
- (b) those Intellectual Property Rights are free of any Security Interests (except for those created by or pursuant to the Security Documents) and any other rights or interests (including any licences) in favour of third parties;
- (c) it does not, as far as it is aware, in carrying on its business, infringe any Intellectual Property Rights of any third party; and
- (d) to its knowledge, no Intellectual Property Right owned by it is being infringed, nor is there any threatened infringement of any such Intellectual Property Right.

### **12.3 Preservation**

- (a) To the extent permitted by the registered owner and/or licensor of each Chargor's Intellectual Property Rights, each Chargor must:
  - (i) make such registrations and pay such fees, registration taxes and similar amounts as the Security Agent may reasonably require and which are necessary to keep its Intellectual Property Rights in force;
  - (ii) take all other steps which are reasonably practicable to maintain and preserve its interests in its Intellectual Property Rights;
  - (iii) if reasonably requested to do so by the Security Agent, make entries in any public register of its Intellectual Property Rights which either record the existence of this Deed or the restrictions on disposal imposed by this Deed; and

- (iv) take such steps as are reasonably necessary (including the institution of legal proceedings) to enforce their rights against third party infringement of its Intellectual Property Rights.

### **13. WHEN SECURITY BECOMES ENFORCEABLE**

#### **13.1 Event of Default**

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

#### **13.2 Discretion**

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders direct.

#### **13.3 Power of sale**

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.

### **14. ENFORCEMENT OF SECURITY**

#### **14.1 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 100 of the Act.

#### **14.2 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.

#### **14.3 Privileges**

- (a) Each Receiver and the Security Agent 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.
- (b) The Security Agent executes this Deed in its capacity as Security Agent in the exercise of the powers and authority conferred and vested in it under the Credit Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. The Security Agent will exercise its power and authority under this Deed in the manner provided for in the Credit Agreement and, in so acting, the Security Agent shall have the protections, immunities, limitations of liability,



rights, powers, authorisations, indemnities and benefits conferred on it under and by the Credit Agreement and the other Finance Documents.

#### **14.4 Protection of third parties**

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his 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.

#### **14.5 Redemption of prior mortgages**

- (a) At any time after this Security has become enforceable, the Security Agent may do any one or more of the following:
  - (i) redeem any prior Security Interest against any Security Asset;
  - (ii) procure the transfer of that Security Interest to itself; and
  - (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 or proven error, conclusive and binding on each Chargor.
- (b) Each Chargor must, immediately on demand, pay to the Security Agent the costs and expenses incurred by the Security Agent in connection with any such redemption or transfer, including the payment of any principal or interest.

#### **14.6 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.

#### **14.7 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 may after this Security has become enforceable appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) Where the Security Agent appropriates any financial collateral:
  - (i) if it is cash, its value will be the amount standing to the credit of the relevant account on the date of appropriation plus any accrued but uncredited interest;

- (ii) if it is listed or traded on a recognised exchange, its value will be the amount for which it could have been sold on the exchange on the date of appropriation; and
- (iii) in any other case, its value will be the amount that the Security Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment 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.

## **15. RECEIVER**

### **15.1 Appointment of Receiver**

- (a) Except as provided below, the Security Agent may from time to time 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 the Security Agent in writing 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.

### **15.2 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.

### **15.3 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.

### **15.4 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 is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.

- (b) No Finance 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.

#### **15.5 Relationship with Security Agent**

To the fullest extent permitted 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.

### **16. POWERS OF RECEIVER**

#### **16.1 General**

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 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 it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

#### **16.2 Possession**

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

#### **16.3 Carry on business**

A Receiver may carry on any business of any Chargor in any manner it thinks fit.

#### **16.4 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 it thinks fit.
- (b) A Receiver may discharge any person appointed by any Chargor.

#### **16.5 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 it thinks fit.

#### **16.6 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 it 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 it 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.

#### **16.7 Leases**

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

#### **16.8 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.

#### **16.9 Legal actions**

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

#### **16.10 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.

#### **16.11 Subsidiaries**

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

#### **16.12 Delegation**

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

#### **16.13 Lending**

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

#### **16.14 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 or other works; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as it thinks fit.

#### **16.15 Other powers**

A Receiver may:

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

#### **17. 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 any part of this Security will be held and applied in accordance with clause 28 (Application of Proceeds) of the Credit Agreement.

#### **18. EXPENSES AND INDEMNITY**

Each Chargor must pay expenses under this Deed in accordance with clause 15 (Costs and Expenses) of the Credit Agreement.

#### **19. DELEGATION**

##### **19.1 Power of Attorney**

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

##### **19.2 Terms**

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

##### **19.3 Liability**

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

## **20. FURTHER ASSURANCES**

### **20.1 Further assurances**

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

- (a) creating, perfecting or protecting any security intended to be created by or pursuant to this Deed over any Security Asset; or
- (b) following the occurrence of an Event of Default which is continuing, 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.

### **20.2 Action required**

The action that may be required under Clause 20.1 (Further assurances) (provided that such requirement is reasonable) includes:

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

which, in any such case, the Security Agent may think expedient.

## **21. POWER OF ATTORNEY**

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and their respective delegates and sub-delegates to be its attorney with the full power and authority of that Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case, which may be required or which any attorney in its absolute discretion may 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 in either case which the Chargor has failed to do. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

## **22. MISCELLANEOUS**

### **22.1 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.

### **22.2 Covenant to pay**

Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

### **22.3 Tacking**

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

### **22.4 New Accounts**

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with a 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.

### **22.5 Jersey law waiver**

- (a) Each Chargor hereby abandons and waives any right it may have at any time under the existing or future laws of the Island of Jersey whether by virtue of the *droit de discussion* or otherwise to require that recourse be had by any Finance Party to the assets of any other Obligor or any other person before any claim is enforced against such Chargor in respect of the obligations assumed by it under this Deed or in respect of any obligation assumed by it under any Transaction Document.
- (b) Each Chargor hereby abandons and waives any right it may have at any time under existing or future laws of the Island of Jersey whether by virtue of *droit de division* or otherwise to require that any liability under this Deed or any liability under any Transaction Document be divided or apportioned with any other Chargor or any other person or reduced in any manner whatsoever.
- (c) For the avoidance of doubt each Chargor hereby agrees that the waiver granted under this Clause 22.5 (Jersey law waiver) shall apply also in respect of any obligation by way of indemnity assumed under any Finance Document by any such Chargor.

### **22.6 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.

### **22.7 Notice to Chargor**

- (a) This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by any Chargor to any other member of the Group and contained in any other Security Document.
- (b) This Deed constitutes:

- (i) notice in writing to each Chargor of any charge, charge by way of legal mortgage or assignment of the rights under an agreement, charged, charged by way of legal mortgage or assigned under this Deed, to which that Chargor is a party; and
- (ii) consent in writing of each Chargor to any charge, charge by way of legal mortgage or assignment of the rights under an agreement, charged, charged by way of legal mortgage or assigned under this Deed, to which that Chargor is a party.

## **22.8 Release of Chargor's rights**

If the shares in an Obligor are disposed of as a result of enforcement of this Security, each Chargor irrevocably authorises the Security Agent (on behalf of that Chargor and without requiring any authority or consent from any Obligor or Secured Party) to release (in whole or in part) that Obligor (and any Subsidiary of that Obligor) from the liabilities and obligations (present and future, actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) it may have to that Chargor under or in connection with the Finance Documents as a result of that Chargor being a guarantor or security provider (including, without limitation, any liabilities and obligations arising by way of indemnity, contribution or subrogation).

## **23. 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.

## **24. GOVERNING LAW**

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

## **25. JURISDICTION**

- (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) This Clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

## **26. SECURITY AGENT PROVISIONS**

- (a) The Security Agent executes this Deed as security agent in the exercise of the powers and authority conferred and vested in it under the Credit Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Deed in the manner provided for in the Credit Agreement and, in so acting, the Security Agent shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Credit Agreement and the other Finance Documents.



- (b) The Security Agent shall not owe any fiduciary duties to any party to this Deed or any of their directors, employees, agents or affiliates.
- (c) Notwithstanding any other provisions of this Deed, in acting under and in accordance with this Deed the Security Agent is entitled to seek instructions from the Secured Parties in accordance with the provisions of the Credit Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Secured Party or Secured Parties entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

**THIS DEED** has been entered into as a deed on the date stated at the beginning of this Deed.

**SCHEDULE 1****CHARGORS**

<b>Name of Chargor</b>	<b>Registration number or equivalent</b>	<b>Jurisdiction of incorporation</b>
<b>GREP LONDON PORTFOLIO II TRUSTEE 3 LIMITED and GREP LONDON PORTFOLIO II TRUSTEE 4 LIMITED as joint trustees of GS LONDON PORTFOLIO II UNIT TRUST</b>	126560 and 126561	Jersey
<b>GREP TRUSTEE 3 LIMITED and GREP TRUSTEE 4 LIMITED as joint trustees of GS WEDGWOOD COURT UNIT TRUST</b>	115395 and 115396	Jersey
<b>GS WOODLAND COURT LIMITED PARTNERSHIP (acting by its general partners GS WOODLAND COURT GP 1 LIMITED and GS WOODLAND COURT GP 2 LIMITED)</b>	LP012643	England and Wales
<b>GS WOODLAND COURT GP 1 LIMITED</b>	06427339	England and Wales
<b>GS WOODLAND COURT GP 2 LIMITED</b>	06427359	England and Wales
<b>GREP LONDON PORTFOLIO II TRUSTEE 3 LIMITED and GREP LONDON PORTFOLIO II TRUSTEE 4 LIMITED as joint trustees of GS KINGS CROSS UNIT TRUST</b>	126560 and 126561	Jersey
<b>NIDO KING'S CROSS LIMITED</b>	06002315	England and Wales

<b>KX RESIDENTIAL LIMITED</b>	06691908	England and Wales
<b>GREP LONDON PORTFOLIO II TRUSTEE 5 LIMITED and GREP LONDON PORTFOLIO II TRUSTEE 6 LIMITED as joint trustees of GS NOTTING HILL UNIT TRUST</b>	126562 and 126563	Jersey
<b>NIDO NOTTING HILL LIMITED</b>	07113525	England and Wales
<b>GS WEDGWOOD COURT LIMITED</b>	103317	Jersey
<b>GS WEDGWOOD COURT MANAGEMENT GP LIMITED</b>	8999101	England and Wales
<b>GS WEDGWOOD COURT MANAGEMENT NOMINEE LIMITED</b>	9000478	England and Wales
<b>GS WEDGWOOD COURT MANAGEMENT LIMITED PARTNERSHIP (acting by its general partner GS WEDGWOOD COURT MANAGEMENT GP LIMITED)</b>	LP013538	England and Wales
<b>GREP TRUSTEE 5 LIMITED and GREP TRUSTEE 6 LIMITED as joint trustees of GS WOODLAND COURT UNIT TRUST</b>	115397 and 115398	Jersey
<b>GS WOODLAND COURT MANAGEMENT GP LIMITED</b>	8999021	England and Wales
<b>GS WOODLAND COURT MANAGEMENT NOMINEE LIMITED</b>	9000479	England and Wales
<b>GS WOODLAND COURT</b>	LP013539	England and Wales

**MANAGEMENT LIMITED  
PARTNERSHIP (acting by  
its general partner GS  
WOODLAND COURT  
MANAGEMENT GP  
LIMITED)**

**SCHEDULE 2**  
**SECURITY ASSETS**

**REAL PROPERTY**

<b>Portfolio</b>	<b>Chargor</b>	<b>Description of Property</b>
<b>KCP Property</b>	GREP London Portfolio II Trustee 3 Limited (Jersey CRN 126560) and GREP London Portfolio II Trustee 4 Limited (Jersey CRN 126561) as joint trustees of the GS King's Cross Unit Trust	<b>KCP Property Freehold</b>  Freehold: 188 to 208 (even) Pentonville Road, London with Land Registry title number NGL174761
	GREP London Portfolio II Trustee 3 Limited (Jersey CRN 126560) and GREP London Portfolio II Trustee 4 Limited (Jersey CRN 126561) as joint trustees of the GS King's Cross Unit Trust	<b>KCP Property Management Leases</b>
		Leasehold: King's Cross House, 200 Pentonville Road, London N1 9JS with Land Registry title number NGL889017
		Leasehold: King's Cross House, 200 Pentonville Road, London N1 9JS with Land Registry title number EGL535867
		Leasehold: King's Cross House, 200 Pentonville Road, London N1 9JS with Land Registry title number EGL538627
		Leasehold: Car park, King's Cross House, 200 Pentonville Road, London with Land Registry title number EGL554688
		<b>Further KCP Property Management Leases (KCP Intra-Group Occupational Leases)</b>
	Nido King's Cross Limited (English CRN 06002315)	Leasehold: King's Cross House, 200 Pentonville Road, London N1 9JS with Land Registry title number NGL889018
	KX Residential Limited (English CRN 06691908)	Leasehold: King's Cross House, 200 Pentonville Road, London N1 9JS with Land Registry title number EGL554683
		Leasehold: Car Park, King's Cross House, 200 Pentonville Road, London N1 9JS with Land Registry title number EGL554693

	GREP London Portfolio II Trustee 3 Limited (Jersey CRN 126560) and GREP London Portfolio II Trustee 4 Limited (Jersey CRN 126561) as joint trustees of the GS King's Cross Unit Trust	Leasehold: Parking spaces, King's Cross House, 200 Pentonville Road, London with Land Registry title number AGL255177
<b>NH Property</b>	GREP London Portfolio II Trustee 5 Limited (Jersey CRN 126562) and GREP London Portfolio II Trustee 6 Limited (Jersey CRN 126563) as joint trustees of the GS Notting Hill Unit Trust	<b>NH Property Freehold</b>  Freehold: 1 Alderson Street, London W10 5JY with Land Registry title number BGL74474
	Nido Notting Hill Limited (English CRN 07113525)	<b>NH Property Management Lease</b>  Leasehold: Student Housing Nido Notting Hill, 1 Alderson Street, London W10 5JY with Land Registry title number BGL84431
<b>Highbury Property</b>	GREP Trustee 3 Limited (Jersey CRN 115395) and GREP Trustee 4 Limited (Jersey CRN 115396) as joint trustees of GS Wedgwood Court Unit Trust	<b>Highbury Property Freehold</b>  Freehold: 301 Holloway Road, London (NGL861556) and 315 Holloway Road, London (NGL481483) with Land Registry title number NGL861556 and NGL481483
	GS Wedgwood Court Management GP Limited (English CRN 8999101) and GS Wedgwood Court Management Nominee Limited (English CRN 9000478) for and on behalf of GS Wedgwood Court Management Limited Partnership	<b>Highbury Property Management Lease</b>  Leasehold: 301-315 (odd) Holloway Road, London N7 9SU with Land Registry title number AGL220181
<b>Islington Property</b>	GS Woodland Court GP 1 Limited (English CRN 06427339) and GS Woodland Court GP2 Limited (English CRN 06427359) for and on behalf of GS Woodland Court Limited Partnership	<b>Islington Property Headlease</b>  Leasehold: James Leicester Hall, 34 Market Road, London N7 9PN with Land Registry title number EGL548419
	GS Woodland Court Management GP Limited (English CRN 8999021) and GS Woodland Court Management Nominee Limited (English CRN 9000479) for and on behalf of GS Woodland Court Management Limited Partnership	<b>Islington Property Management Lease</b>  Leasehold: James Leicester Hall, 34 Market Road, London N7 9PN with Land Registry title number AGL239557



**SCHEDULE 3**

**FORMS OF LETTER FOR OCCUPATIONAL TENANTS**

**PART 1**

**NOTICE TO OCCUPATIONAL TENANT**

To: [OCCUPATIONAL TENANT]

Copy: [SECURITY AGENT] (as Security Agent)

[Date]

Dear Sirs,

Re: [PROPERTY PORTFOLIO]

**Security Agreement dated [ ] 2018 between [Chargor]  
and [SECURITY AGENT] (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 by way of security 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 irrevocably instruct and authorise you to pay any rent payable by you under the Lease to our account [with the Security Agent] at [ ], Account No. [ ], 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 [ADDRESS] with a copy to ourselves.

Yours faithfully,

.....  
(Authorised Signatory)  
[CHARGOR]



**PART 2**

**ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT**

To: [SECURITY AGENT] (as Security Agent)

Attention: [ATTENTION]

[Date]

Dear Sirs,

Re: [PROPERTY PORTFOLIO]

**Security Agreement dated [ ] 2018 between [Chargor]  
and [SECURITY AGENT] (the Security Agreement)**

We confirm receipt from [Chargor] (the Chargor) of a notice dated [ ] 2018 (the Notice) in relation to the Lease (as defined in the Notice).

We accept the instructions contained in the Notice.

We confirm that we:

- (a) have not received any notice 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 (as defined in the Notice); and
- (b) must pay all rent and all other monies payable by us under the Lease into the Rent Account (as defined in the Notice); and
- (c) must continue to pay those moneys into the Rent Account 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

[ ]

#### **SCHEDULE 4**

#### **FORMS OF LETTER FOR ACCOUNT BANK**

#### **PART 1**

#### **NOTICE TO ACCOUNT BANK**

To: [Account Bank]

Copy: [SECURITY AGENT] (as Security Agent)

[Date]

Dear Sirs,

**Security Agreement dated [ ] 2018 between [Chargor]  
and [Security Agent] (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we (the **Chargor**) have charged (by way of a first fixed charge) in favour of [SECURITY AGENT] (the **Security Agent**) all our rights in respect of the accounts maintained by us with you (Account no. [ ] sort code [ ]) [repeat for each account] (the **Accounts**), any amount standing to the credit of those accounts and the debt represented by those accounts.

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to the Accounts requested from you by the Security Agent;
- (b) comply with the terms of any written notice or instruction relating to the Accounts received by you from the Security Agent;
- (c) hold all sums standing to the credit of the Accounts to the order of the Security Agent; and
- (d) pay or release any sum standing to the credit of the Accounts in accordance with the written instructions of the Security Agent.

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

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

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

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 [ADDRESS] with a copy to us.

Yours faithfully,

.....  
(Authorised Signatory)

[Chargor]

## PART 2

### ACKNOWLEDGEMENT OF ACCOUNT BANK

[For unblocked Accounts]

[Date]

To: [Security Agent] (the "Security Holder")

Copy to: [Company] (the "Company")

Dear Sirs,

1. We acknowledge receipt from the Company of a notice dated [\*] (the "Notice") in respect of the account(s) described in the table below (each, a "Charged Account" and together the "Charged Accounts")):

Account number	Security agreement	Date of security agreement

2. Charged Account(s) includes each sub or ledger account of that account and any replacement accounts.
3. We understand that the Company has granted security in favour of the Security Holder over all its rights, title and interest in each Charged Account and the monies from time to time standing to their credit by way of a security agreement as listed in the table above.
4. We note that during the period:
  - (a) commencing on the date of this acknowledgement; and
  - (b) ending on the date (the "Enforcement Date") that we acknowledge receipt of a notice (in form and substance satisfactory to us) in the form of Part 3 of this Schedule (the "Enforcement Notice"),the Company is at liberty to operate each Charged Account in the ordinary way.
5. Until the Enforcement Date:
  - (a) we may operate each Charged Account in the ordinary course of banking business and pursuant to the terms and conditions applicable to such Charged Account including, without limitation:

- (i) collecting cheques and other payment orders by any medium when accepting monies for the credit of a Charged Account;
- (ii) honouring any payment or other instructions, notices or directions regarding a Charged Account; and
- (iii) allowing the Company to draw cheques and make other payments and generally to withdraw funds from a Charged Account,

without reference or authority from the Security Holder;

- (b) we may act upon instructions from any authorised signatory of the Company in accordance with the terms and conditions applicable to the relevant Charged Account without reference or authority from the Security Holder;
  - (c) each Charged Account shall be operated the basis of our standard terms and conditions as varied from time to time or by any other arrangement between us and the Company;
  - (d) all costs, charges and expenses for the maintenance of each Charged Account and arising under this arrangement shall be the responsibility of the Company and in the event that these are not otherwise met by the Company when they are due such expenses may be debited directly by us to the Charged Accounts;
  - (e) we may rely on any notice, instruction, direction, communication or other document or information believed by us to be genuine and correct which has been signed or communicated by the person who it purports to be signed and communicated by and we shall not be liable for the consequences;
  - (f) we have no obligation whatsoever to verify the facts or matters stated in any notice, instruction, direction, communication or other document or information received by us as true and correct, including whether the terms of any agreement between the Security Holder and the Company have been complied with or the making of any enquiry as to whether a security interest has become enforceable;
  - (g) we are not obliged to comply with any instructions received if, due to circumstances which are not within our direct control, we are unable to comply with such instructions or to comply with those instructions would breach a court order or be contrary to law or regulation;
  - (h) nothing in this acknowledgment or otherwise deems us to be a trustee or other fiduciary with respect to any Charged Account and our relationship to the Company shall be that of banker and accountholder only; and
  - (i) nothing in this acknowledgment or otherwise requires us to provide information, undertake regular reporting or provide services in relation to the operation of any Charged Account that are not currently contemplated or undertaken by us as banker for the Company.
6. To the extent that an instruction for withdrawal from any Charged Account is given which would in our opinion cause such Charged Account to be overdrawn we shall only transfer the outstanding cleared credit balance in such Charged Account.
7. We are not obliged to act in accordance with any notice, instruction, direction or communication received from the Security Holder unless:

- (a) the Security Holder delivers to us a certified true copy of a list of authorised signatories together with specimen signatures of the persons authorised by the Security Holder to give notices and instructions to us in connection with this Notice, in form and substance satisfactory to us; and
  - (b) any such notice, instruction, direction or communication are delivered to us by registered mail to each of:
    - (i) [insert employee];
    - (ii) [insert employee];
    - (iii) [insert employee];
    - (iv) [insert employee]; and
    - (v) [insert employee].
8. On receipt of an Enforcement Notice, we agree with effect from the Enforcement Date to:
- (a) act on Security Holder's instructions in accordance with the terms and conditions applicable to each Charged Account and any other products or services provided by us relating to such Charged Accounts; and
  - (b) not act on any instructions received from the Company after the Enforcement Date.
9. We shall be released from any obligation owed or agreed by us under or in connection with this acknowledgment or the Notice to act on the instruction, direction or communication of the Security Holder on the earlier of:
- (a) the revocation of the instructions in the Notice (by operation of law or otherwise); or
  - (b) the date that we acknowledge receipt of a notice from the Security Holder substantially in the form set out in Part 4 of this Schedule.
10. This acknowledgement does not create any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a party hereto.
11. This acknowledgment (including any non-contractual obligation arising out of or in connection with it) is governed by and shall be construed in accordance with English law and the English Courts shall have exclusive jurisdiction.

Yours faithfully

[signatory]  
For and on behalf of  
[Account Bank]

[For blocked Accounts]

[Date]

To: [Security Agent] (the "Security Holder")

Copy to: [Company] (the "Company")

Dear Sirs,

12. We acknowledge receipt from the Company of a notice dated [\*] (the "Notice") in respect of the account(s) described in the table below (each, a "Charged Account" and together the "Charged Accounts"):

Account number	Security agreement	Date of security agreement

13. Charged Account(s) includes each sub or ledger account of that account and any replacement accounts.
14. We understand that the Company has granted security in favour of the Security Holder over all its rights, title and interest in each Charged Account and the monies from time to time standing to their credit by way of a security agreement as listed in the table above.
15. We note that during the period:
- (a) commencing on the date of this acknowledgement; and
  - (b) ending on the date (the "Release Date") that we acknowledge receipt of a notice (in form and substance satisfactory to us) in the form of Part 4 of this Schedule (the "Release Notice"),
- the Company is not at liberty to operate any Charged Account in the ordinary way.
16. Until the Release Date:
- (a) we may only operate each Charged Account in the ordinary course of banking business and pursuant to the terms and conditions applicable to such Charged Account including, without limitation:
    - (i) collecting cheques and other payment orders by any medium when accepting monies for the credit of a Charged Account; and

- (ii) honouring any payment or other instructions, notices or directions regarding a Charged Account,  
on the written instruction of the Security Holder;
  - (b) we may act upon any other instructions from any authorised signatory of the Security Holder in accordance with the terms and conditions applicable to the relevant Charged Account;
  - (c) each Charged Account shall be operated the basis of our standard terms and conditions as varied from time to time or by any other arrangement between us and the Company;
  - (d) all costs, charges and expenses for the maintenance of each Charged Account and arising under this arrangement shall be the responsibility of the Company and in the event that these are not otherwise met by the Company when they are due such expenses may be debited directly by us to the Charged Accounts;
  - (e) we may rely on any notice, instruction, direction, communication or other document or information believed by us to be genuine and correct which has been signed or communicated by the person who it purports to be signed and communicated by and we shall not be liable for the consequences;
  - (f) we have no obligation whatsoever to verify the facts or matters stated in any notice, instruction, direction, communication or other document or information received by us as true and correct, including whether the terms of any agreement between the Security Holder and the Company have been complied with or the making of any enquiry as to whether a security interest has become enforceable;
  - (g) we are not obliged to comply with any instructions received if, due to circumstances which are not within our direct control, we are unable to comply with such instructions or to comply with those instructions would breach a court order or be contrary to law or regulation;
  - (h) nothing in this acknowledgment or otherwise deems us to be a trustee or other fiduciary with respect to any Charged Account and our relationship to the Company shall be that of banker and accountholder only; and
  - (i) nothing in this acknowledgment or otherwise requires us to provide information, undertake regular reporting or provide services in relation to the operation of any Charged Account that are not currently contemplated or undertaken by us as banker for the Company.
17. To the extent that an instruction for withdrawal from any Charged Account is given which would in our opinion cause such Charged Account to be overdrawn we shall only transfer the outstanding cleared credit balance in such Charged Account.
18. We are not obliged to act in accordance with any notice, instruction, direction or communication received from the Security Holder unless:
- (a) the Security Holder delivers to us a certified true copy of a list of authorised signatories together with specimen signatures of the persons authorised by the Security Holder to give notices and instructions to us in connection with this Notice, in form and substance satisfactory to us; and
  - (b) any such notice, instruction, direction or communication are delivered to us by registered mail to each of:



- (i) [insert employee];
- (ii) [insert employee];
- (iii) [insert employee];
- (iv) [insert employee]; and
- (v) [insert employee].

19. On the date of this acknowledgement, we agree with effect from such date to:

- (a) act on Security Holder's instructions in accordance with the terms and conditions applicable to each Charged Account and any other products or services provided by us relating to such Charged Accounts; and
- (b) not act on any instructions received from the Company in relation to the Charged Accounts.

20. We shall be released from any obligation owed or agreed by us under or in connection with this acknowledgment or the Notice to act on the instruction, direction or communication of the Security Holder on the earlier of:

- (a) the revocation of the instructions in the Notice (by operation of law or otherwise); or
- (b) the date that we acknowledge receipt of a notice from the Security Holder substantially in the form set out in Part 4 of this Schedule.

21. This acknowledgement does not create any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a party hereto.

22. This acknowledgment (including any non-contractual obligation arising out of or in connection with it) is governed by and shall be construed in accordance with English law and the English Courts shall have exclusive jurisdiction.

Yours faithfully

[signatory]  
For and on behalf of  
[Account Bank]

**PART 3**

**FORM OF ENFORCEMENT NOTICE**

[Date]

To: [insert employee]  
[Account Bank]

[address]

Copy to: [Company] (the "Company")

Dear Sirs,

1. We refer to the notice of charge sent to you by us [and/or] the Company] dated [\*] (the "Notice of Charge") and the acknowledgment of charge sent by you to us [and the Company] dated [\*] (the "Acknowledgement of Charge").
2. We hereby notify you that we are enforcing the security granted to us by the Company in respect of each of the Charged Accounts (as defined in the Acknowledgment of Charge).

Yours faithfully

[signatory]  
For and on behalf of  
[Secured Party]

**PART 4**  
**FORM OF RELEASE NOTICE**

[Date]

To:        [insert employee]  
              [Account Bank]

[Address]

Copy to:    [Company] (the "Company")

Dear Sirs,

3.    We refer to the notice of charge sent to you by us [and/or] the Company] dated [\*] (the "Notice of Charge") and the acknowledgment of charge sent by you to us [and the Company] dated [\*] (the "Acknowledgement of Charge").
4.    On and with effect from [\*], we, the "Security Holder":
  - (a)   released the security created by the Company over each Charged Account (as defined in the Acknowledgment of Charge);
  - (b)   reassigned to the Company absolutely all or any part of each Charged Account assigned to it.
5.    The Security Holder acknowledges and confirms that it no longer has any rights or entitlements under or in connection with any Charged Account.

Yours faithfully

[signatory]  
For and on behalf of  
[Security Agent]

**SCHEDULE 5**  
**FORMS OF LETTER FOR INSURERS**

**PART 1**  
**NOTICE TO INSURER**

To: [Insurer]

Copy: [Security Agent] (as Security Agent)

[Date]

Dear Sirs,

**Security Agreement dated [●] 2018 between [Chargor]  
and [Security Agent] (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have charged by way of security to [Security Agent] (as security agent and 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:

- (d) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- (e) 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 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 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 Insurance requested from you by the Security Agent.

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

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

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

Yours faithfully,

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

**PART 2**

**ACKNOWLEDGEMENT OF INSURER**

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [●] 2018 between [Chargor]  
and [Security Agent] (the Security Agreement)**

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

We confirm that we:

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

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

Yours faithfully,

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

**SCHEDULE 6**  
**FORMS OF LETTER FOR HEDGE COUNTERPARTY<sup>1</sup>**

**PART 1**  
**NOTICE TO HEDGE COUNTERPARTY**

To: [Hedge Counterparty]

Copy: [Security Agent] (as Security Agent)

[Date]

Dear Sirs,

Security Agreement dated [ ] 2018 between [Chargor]  
and [Security Agent] (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we assigned (by way of security) to [SECURITY AGENT] (as security trustee for the Secured Parties as referred to in the Security Agreement, the Security Agent) all our rights under any hedging agreements between yourselves and ourselves (the Hedging Agreements).

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for the disclosure, 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 at [ ], Sort Code [ ], Account No. [ ].

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 [ADDRESS] with a copy to ourselves.

Yours faithfully,

---

<sup>1</sup> Subject to review by Hedge Counterparty.

.....  
(Authorised signatory)  
[CHARGOR]



**PART 2**

**ACKNOWLEDGEMENT OF HEDGE COUNTERPARTY**

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [ ] 2018 between [Chargor]  
and [Security Agent] (the Security Agreement)**

We confirm receipt from [the CHARGOR] (the **Chargor**) of a notice dated [ ] 2018 (the **Notice**) of an assignment on the terms of the Security Agreement of all the Chargor's rights under the Hedging Agreements (as defined in the Notice).

We confirm that:

- (a) we have not received notice of the interest of any third party in the Hedging Agreements;
- (b) we must pay any amount payable by us under the Hedging Agreements to the Chargor's account at [ ], Sort Code [ ], Account No. [ ]; and
- (c) following receipt of a notice that the Security has become enforceable in accordance with the Security Agreement we must accept your instructions in relation to the Chargor's rights under the Hedging Arrangements.

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 7**

### **FORMS OF LETTER FOR DEVELOPMENT DOCUMENTS**

#### **PART 1**

#### **NOTICE TO EXISTING DEVELOPMENT COUNTERPARTY**

To: [Development Counterparty]

Copy: [Security Agent] (as Security Agent)

[Date]

Dear Sirs,

**Security Agreement dated [●] 2018 between [Chargor]  
and [Security Agent] (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have charged by way of security to [Security Agent] (as security agent and 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 Existing Development Contract).

We confirm that:

- (d) we will remain liable under the Existing Development Contract to perform all the obligations assumed by us under the Existing Development Contract; and
- (e) 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 Existing Development Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Existing Development Contract, and you should continue to send payments and communications under the Existing Development 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 to, the Security Agent or as it directs. The contact details for the Security Agent are as set out below or as otherwise notified to you from time to time by it. However, we have agreed with the Security Agent that in no event will we amend or waive any provision of, or terminate, the Existing Development Contract without its prior consent.

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

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

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

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

Yours faithfully,

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

**PART 2**

**ACKNOWLEDGEMENT OF EXISTING DEVELOPMENT COUNTERPARTY**

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [●] 2018 between [Chargor]  
and [Security Agent] (the Security Agreement)**

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

We confirm that we:

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

[We confirm that no amount payable by us under the Existing Development Contract is subject to any set-off, counterclaim or other similar right and we will not exercise or claim any such right.]

[We [also] confirm that we have not received notice of the interest of any third party in the Existing Development Contract.]

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

Yours faithfully,

.....  
(Authorised signatory)  
*[Development Counterparty]*

## **SCHEDULE 8**

### **FORMS OF LETTER FOR RELEVANT CONTRACTS AND NOMINATION AGREEMENTS**

#### **PART 1**

#### **NOTICE TO COUNTERPARTY**

To: [Counterparty]

Copy: [SECURITY AGENT] (as Security Agent)

[Date]

Dear Sirs,

**Security Agreement dated [ ] 2018 between [Chargor]  
and [Security Agent] (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to [SECURITY AGENT] (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 the rights, powers and discretions which under the terms of the Contract were vested in us, and you should continue to send payments and communications 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 all payments and communications must be sent to, the Security Agent or as it directs. The contact details for the Security Agent are as set out below or as otherwise notified to you from time to time by it. However, we have agreed with the Security Agent that in no event will we amend or waive any provision of, or terminate, the Contract without its prior consent.

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 consent of the Security Agent and you may comply with them without further permission from us or enquiry by you.

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

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

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

**PART 2**

**ACKNOWLEDGEMENT OF COUNTERPARTY**

To: [SECURITY AGENT] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [ ] 2018 between [Chargor]  
and [SECURITY AGENT] (the Security Agreement)**

We confirm receipt from [the Chargor] (the **Chargor**) of a notice dated [ ] 2018 of an assignment 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 will make payments and send communications under the Contract as directed in that notice.

[We confirm that no amount payable by us under the Contract is subject to any set-off, counterclaim or other similar right and we will not exercise or claim any such right.]

[We [also] confirm that we have not received notice of the interest of any third party in the Contract.]

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

Yours faithfully,

.....

(Authorised signatory)

[Counterparty]

## **SCHEDULE 9**

### **HISTORICAL DEVELOPMENT DOCUMENTS**

1. CDM Co-ordinator Appointment between (1) Unite Integrated Solutions plc and (2) Collaton Safety Management Ltd (as novated to OCB Unite 301 Limited by a deed of novation dated 11 August 2009) dated 1 May 2009
2. Client's Representative Appointment between (1) OCB Unite 301 Limited and (2) Unite Integrated Solutions plc dated 11 August 2009
3. Sheet Piling Trade Contract between (1) Unite Integrated Solutions plc and (2) Fussey Piling Limited (as novated to the OCB Unite 301 Limited by a deed of novation dated 11 September 2009) dated 14 October 2008
4. Piling Works Trade Contract between (1) OCB Unite 301 Limited and (2) Rock & Alluvium Limited dated 5 February 2010
5. Modular Units Trade Contract between (1) OCB Unite 301 Limited and (2) Unite Modular Solutions Limited dated 11 February 2010
6. Lift Installation Trade Contract between (1) OCB Unite 301 Limited and (2) Otis Limited dated 30 March 2010
7. Substructure and Superstructure Works Trade Contract between (1) OCB Unite 301 Limited and (2) O'Halloran and O'Brien Limited dated 5 February 2010
8. Brick and Blockwork Trade Contract between (1) OCB Unite 301 Limited and (2) Lee Marley Brickwork Limited dated 5 February 2010
9. Drylining and Partitions Trade Contract between (1) OCB Unite 301 Limited and (2) Conneely Drylining Limited dated 13 May 2010
10. General Metal Works Trade Contract between (1) OCB Unite 301 Limited and (2) J.S.M. Engineering Limited dated 13 July 2010
11. Roof Finishes Trade Contract between (1) OCB Unite 301 Limited and (2) Specialist Roofing Services Limited dated 13 May 2010
12. Joinery and FF&E Works Trade Contract between (1) OCB Unite 301 Limited and (2) John Cawley Limited dated 13 July 2010
13. External Rainscreen Cladding Trade Contract between (1) OCB Unite 301 Limited and (2) MPG Group Limited dated 13 May 2010
14. Module Installation Trade Contract between (1) OCB Unite 301 Limited and (2) Quadro Services Limited dated 11 March 2010
15. Mechanical and Electrical Services Trade Contract between (1) OCB Unite 301 Limited and (2) Briggs & Forrester (MEP) Limited dated 24 February 2010
16. General Decoration Works Trade Contract between (1) OCB Unite 301 Limited and (2) Johns of Nottingham Limited dated 12 August 2010
17. Floor Finishes Trade Contract between (1) OCB Unite 301 Limited and (2) Rainbow Flooring Limited dated 12 August 2010
18. Temporary Services Trade Contract (Minor Works) between (1) OCB Unite 301 Limited and (2) Wingate Electrical Plc dated 9 June 2010



19. Scaffolding Trade Contract (Minor Works) between (1) OCB Unite 301 Limited and (2) PHD Modular Access Limited dated 30 March 2010
20. Fire Stopping Trade Contract (Minor Works) between (1) OCB Unite 301 Limited and (2) R1 Fire Pro Limited dated 14 June 2010
21. Smoke Management Trade Contract (Minor Works) between (1) OCB Unite 301 Limited and (2) Fire Design Solutions Limited dated 6 April 2010
22. Construction Management Agreement between (1) The LDC James Leicester Hall Limited Partnership and (2) RGCM Limited dated 5 November 2009
23. Client's Representative Appointment between (1) The LDC James Leicester Hall Limited Partnership and (2) Unite Integrated Solutions plc dated 11 August 2009
24. Architect Appointment between (1) The LDC James Leicester Hall Limited Partnership and (2) Hadfield Cawkwell Davidson Limited dated 27 January 2010
25. Acoustic Engineer Appointment between (1) The LDC James Leicester Hall Limited Partnership and (2) RBA Acoustics Limited dated 13 January 2010
26. Structural Engineer Appointment between (1) The LDC James Leicester Hall Limited Partnership and (2) Rolton Group Limited dated 18 January 2010
27. Mechanical and Electrical Engineer Appointment between (1) The LDC James Leicester Hall Limited Partnership and (2) Synergy Building Services Solutions Limited dated 15 January 2010
28. CDM Co-ordinator Appointment between (1) Unite Integrated Solutions plc and (2) Collaton Safety Management Limited dated 13 May 2009 (as novated to The LDC James Leicester Hall Limited Partnership by a deed of novation dated 11 August 2009)
29. Mechanical and Electrical Trade Contract between (1) The LDC James Leicester Hall Limited Partnership and (2) Eurolec Services Limited dated 25 January 2010
30. Lift Works Trade Contract between (1) The LDC James Leicester Hall Limited Partnership and (2) Kone Plc dated 29 January 2010
31. Cladding and Roofing Trade Contract between (1) The LDC James Leicester Hall Limited Partnership and (2) Met-Clad Contracts Limited dated 25 January 2010
32. Piling Trade Contract between (1) The LDC James Leicester Hall Limited Partnership and (2) Van Elle Limited dated 26 January 2010
33. Architectural Metalwork Trade Contract between (1) Company and (2) Specialized Fabrications Limited dated 27 January 2010
34. Modular Units Trade Contract between (1) The LDC James Leicester Hall Limited Partnership and (2) Unite Modular Solutions Limited dated 26 January 2010
35. Fire Stopping Trade Contract between (1) The LDC James Leicester Hall Limited Partnership and (2) Peak Fire Protection Limited dated 25 January 2010
36. Partitions and Plasterboard Ceilings Trade Contract between (1) The LDC James Leicester Hall Limited Partnership and (2) Peak Fire Protection Limited dated 25 January 2010
37. Groundworks and Frame Trade Contract between (1) The LDC James Leicester Hall Limited Partnership and (2) Marron Civil Engineering Limited dated 25 January 2010
38. Carpentry and Joinery Trade Contract between (1) The LDC James Leicester Hall Limited Partnership and (2) Lanview Limited dated 27 January 2010

39. Suspended Ceilings Trade Contract (minor works) between (1) The LDC James Leicester Hall Limited Partnership and (2) Carberry Contract Services Ltd dated 18 October 2010
40. Demolition Trade Contract (minor works) between (1) The LDC James Leicester Hall Limited Partnership and (2) TE Scudder Ltd dated 11 February 2010
41. Hoarding Trade Contract (minor works) between (1) The LDC James Leicester Hall Limited Partnership and (2) Boundary Fencing Contractors Ltd dated 11 February 2010
42. Asbestos Removal Trade Contract (minor works) between (1) The LDC James Leicester Hall Limited Partnership and (2) TE Scudder Ltd dated 11 February 2010
43. Soft Flooring Trade Contract (minor works) between (1) The LDC James Leicester Hall Limited Partnership and (2) Veratile Contracts Ltd dated 22 June 2010
44. Turnkey Kitchens, Furniture and Sundries Trade Contract (minor works) between (1) The LDC James Leicester Hall Limited Partnership and (2) Carelton Furniture Group Limited dated 18 October 2010
45. Door Security Locking System Trade Contract (minor works) between (1) The LDC James Leicester Hall Limited Partnership and (2) ASSA ABLOY Hospitality Ltd dated 18 October 2010
46. Soft Landscaping Trade Contract (minor works) between (1) The LDC James Leicester Hall Limited Partnership and (2) Greencraft Ltd dated 18 October 2010
47. Module Installation Trade Contract (minor works) between (1) The LDC James Leicester Hall Limited Partnership and (2) Quadro Services Ltd dated 8 October 2010
48. Development Agreement between (1) The LDC James Leicester Hall Limited Partnership and (2) Unite Integrated Solutions plc dated 31 October 2008 (as varied by a deed of variation dated 11 August 2009)
49. Appointment of Design Consultant (Student Residential Accommodation) between (1) Kings Cross S.à r.l and (2) MACH Architektur GmbH dated 29 May 2006.
50. Language School Building Contract (JCT Design and Build Contract (Revision 1 2007)) between (1) Kings Cross S.à r.l (2) The Interiors Group Limited dated 25 June 2009 for the Category A and the Category B fitting out of a shell and core area to form a language school
51. JCT Design and Build Contract 2005 Edition (Revision 2 2009) (incorporating bespoke amendments) between (1) ISG Interior Services Group UK Limited (previously ISG InteriorExterior Plc) and (2) Nido Notting Hill S.a.r.L dated 9 February 2010
52. Parent Guarantee between (1) ISG Central Services Limited (previously Interior Services Group PLC) (2) Nido Notting Hill S.a.r.L and (3) ISG Interior Services Group UK Limited (previously ISG InteriorExterior Plc) dated 9 February 2010.
53. CDM Coordinator Deed of Appointment between (1) MLM Consulting Engineers Limited and (2) Nido Notting Hill S.a.r.L dated 9 February 2010.
54. Sub-sub-Consultant's Deed of Warranty (1) Litchfield Investments Holdings Limited (previously LB Plastics Limited) (2) Nido Notting Hill S.a.r.L (3) A. & B. Glass Company Limited dated 4 July 2011.
55. Collateral Warranty from Construction Manager between (1) Woolf Limited; (2) Unite Integrated Solutions plc and (3) LDC (Holloway Road) Limited dated 5 May 2009
56. Collateral Warranty from the Acoustic Engineer between (1) RBA Acoustics; (2) Unite Integrated Solutions plc and (3) LDC (Holloway Road) Limited dated 5 May 2009

57. Collateral Warranty from the Architect between (1) Stride Treglown Limited; (2) Unite Integrated Solutions plc and (3) LDC (Holloway Road) Limited dated 5 May 2009
58. Collateral Warranty from Civil/Structural between (1) Waterman Structures Limited; (2) Unite Integrated Solutions plc and (3) LDC (Holloway Road) Limited Engineer dated 5 May 2009
59. Collateral Warranty from Building Services Engineer between (1) Capita Symonds Ltd; (2) Unite Integrated Solutions plc and (3) LDC (Holloway Road) Limited dated 5 May 2009
60. JCT Intermediate 2011 between (1) GREP Trustee 3 Limited and GREP Trustee 4 Limited as Trustees of GS Wedgwood Court Unit Trust and (2) HAS Builders Ltd dated 14 July 2017
61. Collateral Warranty from Design Sub-Contractor between (1) W.F. Brown Associates Limited and (2) The LDC James Leicester Hall Limited Partnership dated 10 March 2010
62. JCT Intermediate 2011 unamended between (1) GS Woodland Court GP1 Limited and GS Woodland GP2 Limited for and on behalf of GS Woodland Court Limited Partnership and (2) HAS Builders Ltd dated 27 July 2017.
63. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) A.J. Morrisroe & Sons Limited dated 30 June 2006.
64. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) A.J. Morrisroe & Sons Limited dated 20 December 2006.
65. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Barretts of Aspley Limited signed and undated.
66. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Clipfine Limited dated 3 July 2006.
67. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Cubitt Building & Interiors Limited dated 30 May 2006.
68. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Glasszone Limited signed and undated.
69. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Techrete (U.K.) Limited dated 23 February 2007.
70. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) MPG Contracts Limited dated 29 June 2006.
71. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Oak Fire Protection Limited signed undated.
72. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Parry Bowen Limited dated 1 August 2006.

73. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Parry Bowen Limited, signed and undated.
74. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Prater Limited, signed and undated.
75. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Astins Limited, signed and undated.
76. Trade Contractor (Doors and Ironmongery) Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Houston Cox Interiors Limited, signed and undated.
77. Trade Contractor (Timber Flooring) Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Houston Cox Interiors Limited, signed and undated.
78. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Rees Flooring Limited, signed and undated.
79. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Hilton Building Services Limited dated 22 August 2006.
80. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Littlehampton Welding Limited, signed and undated.
81. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) OEP Raterad Ltd, dated 7 September 2006.
82. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Tractel (UK) Limited, signed and undated.
83. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Union Furniture Limited, dated 14 December 2006.
84. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Essex Electrical Group plc, dated 23 August 2006.
85. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) GP Watson (Networks) Limited, signed and undated.
86. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Kone PLC, signed and undated.
87. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Kings Cross Residential S.à.r.l (3) Kings Cross Student S.à.r.l (4) Kings Cross Retail S.à.r.l (5) Willerby Landscapes Limited, dated 25 April 2007.

88. Trade Contractor Third Party Rights in favour of Kings Cross S.à r.l between (1) Kings Cross S.à r.l (2) Keltbray Limited, dated 25 April 2007.
  89. Services Engineer Deed of Appointment between (1) MTT Limited and (2) Nido Notting Hill S.a.r.L dated 9 February 2010.
  90. Quantity Surveyor Deed of Appointment between (1) Beadmans LLP and (2) Nido Notting Hill S.a.r.L dated 9 February 2010.
  91. Deed of Warranty to Nido Notting Hill S.a.r.L between (1) MTT Limited and (2) Nido Notting Hill S.a.r.L and (3) ISG Interior Services Group UK Limited (previously ISG InteriorExterior Plc) dated 9 February 2010
  92. Deed of Warranty to Nido Notting Hill S.a.r.L between (1) Evolve Consulting Engineers Limited and (2) Nido Notting Hill S.a.r.L and (3) ISG Interior Services Group UK Limited (previously ISG InteriorExterior Plc) dated 9 February 2010.
  93. Deed of Warranty to Nido Notting Hill S.a.r.L between (1) TP Bennett LLP and (2) the Nido Notting Hill S.a.r.L and (3) ISG Interior Services Group UK Limited (previously ISG InteriorExterior Plc) dated 9 March 2010
  94. Sub-Contractor's Deed of Warranty to Nido Notting Hill S.a.r.L (1) Irvine-Whitlock Limited (2) Nido Notting Hill S.a.r.L (3) ISG Interior Services Group UK Limited (previously ISG InteriorExterior Plc), dated 16 November 2010.
  95. Sub-Contractor's Deed of Warranty to Nido Notting Hill S.a.r.L (1) MPG Group Ltd (2) Nido Notting Hill S.a.r.L (3) ISG Interior Services Group UK Limited (previously ISG InteriorExterior Plc), dated 16 November 2010.
  96. Sub-Contractor's Deed of Warranty to Nido Notting Hill S.a.r.L (1) HSE Building Services Limited (2) Nido Notting Hill S.a.r.L (3) ISG Interior Services Group UK Limited (previously ISG InteriorExterior Plc) dated 16 November 2010.
  97. Sub-Contractor's Deed of Warranty to Nido Notting Hill S.a.r.L (1) Protec Fire Detection Public Limited Company (2) Nido Notting Hill S.a.r.L (3) ISG Interior Services Group UK Limited (previously ISG InteriorExterior Plc) dated 1 March 2011
  98. Sub-Contractor's Deed of Warranty to Nido Notting Hill S.a.r.L (1) Lorne Stewart Plc (2) Nido Notting Hill S.a.r.L (3) ISG Interior Services Group UK Limited (previously ISG InteriorExterior Plc) dated 16 November 2010.
  99. Sub-Contractor's Deed of Warranty to Nido Notting Hill S.a.r.L (1) Kone Public Limited Company (2) Nido Notting Hill S.a.r.L (3) ISG Interior Services Group UK Limited (previously ISG InteriorExterior Plc), dated 30 November 2010.
  100. Sub-Contractor's Deed of Warranty to Nido Notting Hill S.a.r.L (1) OEP Raterad Limited, now incorporated as Raterad 2013 Ltd, (2) Nido Notting Hill S.a.r.L (3) ISG Interior Services Group UK Limited (previously ISG InteriorExterior Plc), dated 30 November 2010.
  101. Sub-Contractor's Deed of Warranty to Nido Notting Hill S.a.r.L (1) Rock & Alluvium Limited (2) Nido Notting Hill S.a.r.L (3) ISG Interior Services Group UK Limited (previously ISG InteriorExterior Plc), dated 17 June 2010.
  102. Sub-Contractor's Deed of Warranty to Nido Notting Hill S.a.r.L (1) Mitchellson Formwork & Civil Engineering Limited (2) Nido Notting Hill S.a.r.L (3) ISG Interior Services Group UK Limited (previously ISG InteriorExterior Plc), dated 29 July 2010.
- Sub-Contractor's Deed of Warranty to Nido Notting Hill S.a.r.L (1) McCormick Flat Roofing Limited (2) Nido Notting Hill S.a.r.L (3) ISG Interior Services Group UK Limited (previously ISG InteriorExterior Plc), dated 2 November 2010

## SIGNATORIES

### Chargors


**EXECUTED** as a deed by  
**GREP LONDON PORTFOLIO II  
TRUSTEE 3 LIMITED** acting in its  
capacity as trustee of **GS LONDON  
PORTFOLIO II UNIT TRUST**, a  
company incorporated in Jersey acting


by Simon Vardon and Richard Parkin  
who in accordance with the laws of  
that territory, are acting under the  
authority of the company

Signature in the name of the company

**GREP LONDON PORTFOLIO II  
TRUSTEE 3 LIMITED**

Signatures of authorised signatories

  
\_\_\_\_\_  
Signature 1  
  
Simon Vardon  
\_\_\_\_\_  
Print Name  
  
Director  
\_\_\_\_\_  
Authorised Signatory

  
\_\_\_\_\_  
Signature 2  
  
Richard Parkin  
\_\_\_\_\_  
Print Name  
  
Director  
\_\_\_\_\_  
Authorised Signatory

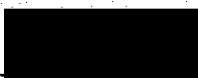
**EXECUTED** as a deed by  
**GREP LONDON PORTFOLIO II  
TRUSTEE 4 LIMITED** acting in its  
capacity as trustee of **GS LONDON  
PORTFOLIO II UNIT TRUST**, a  
company incorporated in Jersey acting

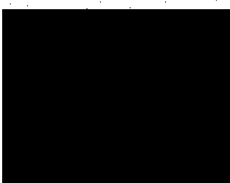
by Simon Vardon and Richard Parkin  
who in accordance with the laws of  
that territory, are acting under the  
authority of the company

Signature in the name of the company

**GREP LONDON PORTFOLIO II  
TRUSTEE 4 LIMITED**

Signatures of authorised signatories

  
\_\_\_\_\_  
Signature 1  
Simon Vardon  
\_\_\_\_\_  
Print Name  
Director  
\_\_\_\_\_  
Authorised Signatory

  
\_\_\_\_\_  
Signature 2  
Richard Parkin  
\_\_\_\_\_  
Print Name  
Director  
\_\_\_\_\_  
Authorised Signatory


**EXECUTED** as a deed by  
**GREP TRUSTEE 3 LIMITED**  
acting in its capacity as trustee of **GS**  
**WEDGWOOD COURT UNIT**  
**TRUST**, a company incorporated in  
Jersey acting by


Simon Vardon and Richard Parkin  
who in accordance with the laws of  
that territory, are acting under the  
authority of the company

Signature in the name of the company

**GREP TRUSTEE 3 LIMITED**

Signatures of authorised signatories

  
\_\_\_\_\_  
Signature 1  
Simon Vardon  
\_\_\_\_\_  
Print Name  
Director  
\_\_\_\_\_  
Authorised Signatory

  
\_\_\_\_\_  
Signature 2  
Richard Parkin  
\_\_\_\_\_  
Print Name  
Director  
\_\_\_\_\_  
Authorised Signatory



**EXECUTED** as a deed by  
**GREP TRUSTEE 4 LIMITED** acting in its  
capacity as trustee of **GS WEDGWOOD COURT**  
**UNIT TRUST**, a company incorporated in Jersey  
acting by

Simon Vardon and Richard Parkin who in  
accordance with the laws of that territory, are acting  
under the authority of the company

Signature in the name of the company

**GREP TRUSTEE 4 LIMITED**

Signatures of authorised signatories



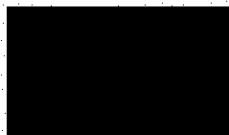
Signature 1

Simon Vardon

Print Name

Director

Authorised Signatory



Signature 2

Richard Parkin

Print Name

Director

Authorised Signatory

**EXECUTED** as a deed by **GS WOODLAND COURT  
LIMITED PARTNERSHIP**  
acting by its general partners

)  
)

**GS WOODLAND COURT GP 1 LIMITED,**  
acting by a director

)

[Redacted Signature]

.....  
Director

in the presence of:

Witness's Signature

[Redacted Signature]

Name:

YU LONG FANG

Address:

JONES DAY  
21 TUDOR ST  
LONDON EC4Y 0DJ

and

**GS WOODLAND COURT GP 2 LIMITED,**  
acting by a director  
in the presence of:

)

[Redacted Signature]

.....  
Director

Witness's Signature

[Redacted Signature]

Name:

YU LONG FANG

Address:

JONES DAY  
21 TUDOR ST  
LONDON EC4Y 0DJ

EXECUTED as a deed by GS WOODLAND COURT  
GP 1 LIMITED  
acting by a director  
in the presence of:

Witness's Signature

Name:

Address:

[Redacted Signature]

YU LING FUNG  
JONES DAY.....  
21 TUDOR ST.....  
LONDON EC4Y 0DJ

)  
)  
)  
)

[Redacted Signature]

Director

EXECUTED as a deed by GS WOODLAND COURT  
GP 2 LIMITED  
acting by a director  
in the presence of:

Witness's Signature

Name:

Address:

[Redacted Signature]

YU LING FUNG  
JONES DAY.....  
21 TUDOR ST.....  
LONDON EC4Y 0DJ

)  
)  
)  
)

[Redacted Signature]

Director

**EXECUTED** as a deed by  
**GREP LONDON PORTFOLIO II**  
**TRUSTEE 3 LIMITED** acting in its  
capacity as trustee of **GS KINGS**  
**CROSS UNIT TRUST**, a company  
incorporated in Jersey acting by

Simon Vardon and Richard Parkin  
who in accordance with the laws of  
that territory, are acting under the  
authority of the company

Signature in the name of the company

**GREP LONDON PORTFOLIO II**  
**TRUSTEE 3 LIMITED**

Signatures of authorised signatories

  
Signature 1

Simon Vardon  
Print Name

Director  
Authorised Signatory

  
Signature 2

Richard Parkin  
Print Name

Director  
Authorised Signatory

**EXECUTED** as a deed by  
**GREP LONDON PORTFOLIO II**  
**TRUSTEE 4 LIMITED** acting in its  
capacity as trustee of **GS KINGS**  
**CROSS UNIT TRUST**, a company  
incorporated in Jersey acting by

Simon Vardon and Richard Parkin  
who in accordance with the laws of  
that territory, are acting under the  
authority of the company

Signature in the name of the company

**GREP LONDON PORTFOLIO II**  
**TRUSTEE 4 LIMITED**

Signatures of authorised signatories



Signature 1  
Simon Vardon

Print Name

Director

Authorised Signatory



Signature 2  
Richard Parkin

Print Name

Director

Authorised Signatory

**EXECUTED** as a deed by **NIDO KING'S CROSS LIMITED**

acting by a director  
in the presence of:

Witness's Signature

Name:

Address:



YU LING FANG

JONES DAY.....  
21 TUDOR ST.....  
LONDON EC4Y 0DJ

)  
)  
)  
)



Director

**EXECUTED** as a deed by **KX RESIDENTIAL LIMITED**

acting by a director  
in the presence of:

Witness's Signature

Name:

Address:



YU LING FANG

JONES DAY.....  
21 TUDOR ST.....  
LONDON EC4Y 0DJ

)  
)  
)  
)



Director

**EXECUTED** as a deed by  
**GREP LONDON PORTFOLIO II**  
**TRUSTEE 5 LIMITED** acting in its  
capacity as trustee of **GS NOTTING**  
**HILL UNIT TRUST**, a company  
incorporated in Jersey acting by

Simon Vardon and Richard Parkin  
who in accordance with the laws of  
that territory, are acting under the  
authority of the company

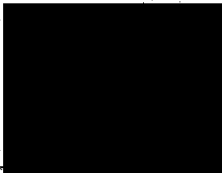
Signature in the name of the company

**GREP LONDON PORTFOLIO II**  
**TRUSTEE 5 LIMITED**

Signatures of authorised signatories

  
\_\_\_\_\_  
Signature 1

Simon Vardon  
\_\_\_\_\_  
Print Name  
Director  
\_\_\_\_\_  
Authorised Signatory

  
\_\_\_\_\_  
Signature 2

Richard Parkin  
\_\_\_\_\_  
Print Name  
Director  
\_\_\_\_\_  
Authorised Signatory


**EXECUTED** as a deed by  
**GREP LONDON PORTFOLIO II TRUSTEE 6  
LIMITED** acting in its capacity as trustee of **GS  
NOTTING HILL UNIT TRUST**, a company  
incorporated in Jersey acting by


Simon Vardon and Richard Parkin who in  
accordance with the laws of that territory, are acting  
under the authority of the company

Signature in the name of the company

**GREP LONDON PORTFOLIO II TRUSTEE 6  
LIMITED**

Signatures of authorised signatories

  
\_\_\_\_\_  
Signature 1  
Simon Vardon  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Director  
\_\_\_\_\_  
Authorised Signatory

  
\_\_\_\_\_  
Signature 2  
Richard Parkin  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Director  
\_\_\_\_\_  
Authorised Signatory



EXECUTED as a deed by NIDO NOTTING HILL LIMITED

acting by a director in the presence of:

Witness's Signature

Name:

Address:

Yu Ling Fung  
JONES DAY  
21 TUDOR ST  
LONDON EC4Y 0DJ

)  
)  
)  
)

[Redacted Signature]

Director

EXECUTED as a deed by GS WEDGWOOD COURT LIMITED, a company incorporated in Jersey acting by

who, in accordance with the laws of that territory, is acting under the authority of the company

Signature in the name of the company

GS WEDGWOOD COURT LIMITED

Signature of authorised signatory

in the presence of:

Witness's Signature

Name:

Address:

EXECUTED as a deed by GS WEDGWOOD COURT MANAGEMENT GP LIMITED

acting by a director in the presence of:

Witness's Signature

Name:

Address:

Yu Ling Fung  
JONES DAY  
21 TUDOR ST  
LONDON EC4Y 0DJ

)  
)  
)  
)

[Redacted Signature]

Director

**EXECUTED** as a deed by **NIDO NOTTING HILL LIMITED**

acting by a director  
in the presence of:

)  
)  
) .....  
) Director

Witness's Signature .....

Name: .....  
Address: .....  
.....


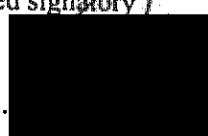
**EXECUTED** as a deed by **GS WEDGWOOD COURT LIMITED**, a company incorporated in Jersey acting by

Simon Vardon & Richard Parkin who, in accordance with the laws of that territory, is acting under the authority of the company

Signature in the name of the company

**GS WEDGWOOD COURT LIMITED**

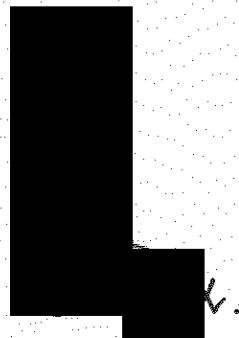
Signature of authorised signatory

 .....  
Simon Vardon  
Director  
 .....  
Richard Parkin  
Director

in the presence of:

Witness's Signature .....

Name: .....  
Address: .....  
.....



**EXECUTED** as a deed by **GS WEDGWOOD COURT MANAGEMENT GP LIMITED**

acting by a director  
in the presence of:

)  
)  
) .....  
) Director

Witness's Signature .....

Name: .....  
Address: .....  
.....

**EXECUTED** as a deed by **GS WEDGWOOD COURT**  
**MANAGEMENT NOMINEE LIMITED**

acting by a director  
in the presence of:

Witness's Signature

Name:

Address:

[Redacted Signature]

YU LING FUNG  
.....  
.....JONES DAY.....  
.....21 TUDOR ST.....  
LONDON EC4Y 0D.1

)  
)  
)  
)

[Redacted Signature]

Director

EXECUTED as a deed by GS WEDGWOOD COURT )  
MANAGEMENT LIMITED PARTNERSHIP )  
acting by its general partner GS WEDGWOOD COURT )  
MANAGEMENT GP LIMITED,  
acting by a director  
in the presence of:



Director

Witness's Signature



Name:

YU LING FUNG

Address:

JONES DAY  
21 TUDOR ST  
LONDON EC4Y 0DJ


**EXECUTED** as a deed by  
**GREP TRUSTEE 5 LIMITED**  
acting in its capacity as trustee of **GS**  
**WOODLAND COURT UNIT**  
**TRUST**, a company incorporated in  
Jersey acting by

Simon Vardon and Richard Parkin  
who in accordance with the laws of  
that territory, are acting under the  
authority of the company

Signature in the name of the company


**GREP TRUSTEE 5 LIMITED**

Signatures of authorised signatories

  
\_\_\_\_\_  
Signature 1

Simon Vardon  
\_\_\_\_\_  
Print Name

Director  
\_\_\_\_\_  
Authorised Signatory

  
\_\_\_\_\_  
Signature 2

Richard Parkin  
\_\_\_\_\_  
Print Name

Director  
\_\_\_\_\_  
Authorised Signatory

**EXECUTED** as a deed by  
**GREP TRUSTEE 6**  
**LIMITED** acting in its capacity  
as trustee of **GS WOODLAND**  
**COURT UNIT TRUST**, a  
company incorporated in Jersey

acting by Simon Vardon and


Richard Parkin

who in accordance with the  
laws of that territory, are acting  
under the authority of the  
company

Signature in the name of the  
company

**GREP TRUSTEE 6**  
**LIMITED**

Signatures of authorised  
signatories

  
Signature 1

Simon Vardon  
Print Name

Director  
Authorised Signatory

  
Signature 2

Richard Parkin  
Print Name

Director  
Authorised Signatory

EXECUTED as a deed by GS WOODLAND COURT  
MANAGEMENT GP LIMITED

acting by a director  
in the presence of:

Witness's Signature

Name:

Address:

[Redacted Signature]

YU LING FUNG

JONES DAY  
21 TUDOR ST  
LONDON EC4Y 0DJ

)  
)  
)  
)

[Redacted Signature]

Director

EXECUTED as a deed by GS WOODLAND COURT  
MANAGEMENT NOMINEE LIMITED

acting by a director  
in the presence of:

Witness's Signature

Name:

Address:

[Redacted Signature]

YU LING FUNG

JONES DAY  
21 TUDOR ST  
LONDON EC4Y 0DJ

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)  
)  
)

[Redacted Signature]

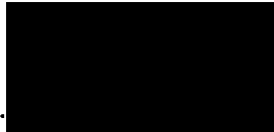
Director

EXECUTED as a deed by GS WOODLAND COURT )  
MANAGEMENT LIMITED PARTNERSHIP )  
acting by its general partner GS WOODLAND COURT )  
MANAGEMENT GP LIMITED,  
acting by a director  
in the presence of:



Director

Witness's Signature



Name:

YU LING FANG

Address:

JONES DAY  
21 TUDOR ST  
LONDON EC4Y 0DJ



**Security Agent**

**EXECUTED** as a **DEED** by  
**SITUS ASSET MANAGEMENT LIMITED**  
acting by an authorised signatory  
in the presence of:

Witness's Signature

[Redacted]

) [Redacted]  
) [Redacted]  
) [Redacted]

Authorised signatory  
Colin Giles  
Vice President

Name:

*J. Kirkland*

Address:

25 Canada Square, 34th Floor  
Canary Wharf, London E14 5LB