Companies House

MR01(ef)

Registration of a Charge

Company name: **PEGASUSLIFE DEVELOPMENT (WESTMINSTER) LIMITED**

Company number: **10416531**

Received for Electronic Filing: **04/07/2019**

X88ZUFY1

Details of Charge

Date of creation: **04/07/2019**

Charge code: **1041 6531 0003**

Persons entitled: **LLOYDS BANK PLC (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: **LINKLATERS LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10416531

Charge code: 1041 6531 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th July 2019 and created by PEGASUSLIFE DEVELOPMENT (WESTMINSTER) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2019 .

Given at Companies House, Cardiff on 5th July 2019

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

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

CERTIFIED THAT, SAVE FOR MATERIALS REDACTED PURSUANT TO SECTION 859G OF THE COMPANIES ACT, 2006, THIS COPY INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

EXECUTION VERSION

LINKLATERS LLP
04 JULY 2019

SECURITY AGREEMENT

dated 4 July 2019

THE COMPANIES NAMED IN SCHEDULE 1
as the Chargors

and

LLOYDS BANK PLC
acting as Security Agent

relating to

THE PEGASUS GROUP PORTFOLIO

Linklaters

Ref: L-281534

Linklaters LLP

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THE SCHEDULES

SCHEDULE **PAGE**

THIS DEED is dated 4 July 2019 and is made between:

(1) THE COMPANIES named in Schedule 1 as chargors (the "**Chargors**"); and

(2) LLOYDS BANK PLC (the "**Security Agent**") as security trustee for the Secured Parties (as defined in the Facility Agreement defined below).

BACKGROUND:

(A) Each Chargor enters into this Deed in connection with the Facility Agreement (as defined below).

(B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

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

"**Facility Agreement**" means the Facility Agreement dated 28 June 2019 between (among others) the Chargors and the Security Agent.

"**Intellectual Property**" means all interests in and to:

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests whether registered or unregistered;

(b) the benefit of all applications and rights to use such assets; and

(c) any related licences and sub-licences of the same.

"**Investments**" means:

(a) all shares in any member of the Group (other than itself) owned by a Chargor or held by any nominee or trustee on its behalf;

(b) all interests in any partnership (including a limited partnership or a limited liability partnership) or trust, and any document forming or constituting that partnership or trust, owned by a Chargor or held by any nominee or trustee on its behalf; and

(c) all other shares, stocks, debentures, bonds or other securities or investments owned by a Chargor or held by any nominee or trustee on its behalf.

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

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

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

"**Relevant Contract**" means:

(a) each Property Management Agreement;

(b) each Operating Services Agreement;

(c) the Intra-group IP Licence;

(d) each New Acquisition Document; and

(e) each Unit Disposal Document

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document (including any present and future obligations and liabilities in respect of any Additional Land/Development Facility).

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

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

1.2 Construction

(a) Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.

(b) The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.

(c) Unless a contrary indication appears, a reference in this Deed to:

(i) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

(ii) any **rights** in respect of an asset includes:

(A) all amounts and proceeds paid or payable;

(B) all rights to make any demand or claim; and

(C) all powers, remedies, causes of action, security, guarantees and indemnities,

in each case in respect of or derived from that asset;

(iii) any **share**, **interest in a partnership or trust**, **stock**, **debenture**, **bond** or **other security** or **investment** includes:

(A) any dividend, interest or other distribution paid or payable;

(B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise; and

(C) any other rights,

in each case in respect of that share, interest, stock, debenture, bond or other security or investment; and

(iv) the term **this Security** means any Security created by this Deed.

(d) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.

(e) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

(f) If the Security Agent reasonably considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

(g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.3 Third party rights

(a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.

(b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

(c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

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

(b) All the security created under this Deed:

(i) is created in favour of the Security Agent;

(ii) is created over present and future assets of the Chargors;

(iii) is security for the payment of all the Secured Liabilities; and

(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

(c) The Security Agent holds the benefit of this Deed and this Security 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 now owned by it; this includes the real property (if any) specified in Schedule 2 (*Real Property*); and

(ii) (to the extent that they are not 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 now or subsequently owned by it.

(b) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:

(i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and

(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 **Lease Documents**

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

(i) under each Lease Document, provided that with respect to any Blocker Lease, only the relevant Obligor acting as landlord under that Blocker Lease (and not the relevant Obligor as tenant thereunder) assigns its rights pursuant to this paragraph (a)(i);

(ii) in respect of all Rental Income; and

(iii) under any guarantee of Rental Income contained in or relating to any Lease Document.

(b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, each Chargor charges by way of a first fixed charge all its rights listed under paragraph (a)(i) above.

2.4 **Investments**

Each Chargor charges by way of a first fixed charge its interest in all its Investments.

2.5 **Plant and machinery**

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

2.6 **Credit balances**

(a) Each Chargor charges by way of a first fixed charge all of its rights in respect of any Account (other than the PL Development Account), any amount standing to the credit of any Account (other than the PL Development 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 the PL Development Account, any amount standing to the credit of the PL Development 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.**

Each Chargor charges by way of a first fixed charge:

(a) all of its Subordinated Debt;

(b) all of its book and other debts;

(c) all other moneys due and owing to it; and

(d) the benefit of all rights in relation to any item under paragraphs (a) to (c) above,

in each case to the extent that they are not the subject of a first fixed charge under Clause 2.6 (*Credit balances*).

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**

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

(b) To the extent that they have not been effectively assigned under paragraph (a) above, each Chargor charges by way of first fixed charge all of its rights under any Hedging Agreements.

2.10 **Intellectual Property**

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

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 Development Document;

(B) under each Relevant Contract; and

(C) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment,

unless the terms of any document, agreement or instrument existing as at the date of this Deed prevents the creation of an assignment; and

(ii) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.

(b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, each Chargor charges by way of a first fixed charge all of its rights listed under paragraph (a)(i) above.

2.12 **Miscellaneous**

Each Chargor charges by way of first fixed charge:

(a) its goodwill;

(b) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;

(c) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (b) above;

(d) its uncalled capital; and

(e) the benefit of all rights in relation to any item under paragraphs (a) to (d) above.

2.13 **Floating charge**

(a) Each Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.

(b) Except as provided below, the Security Agent may by notice to each Chargor convert the floating charge created by this Clause 2.13 (*Floating charge*) into a fixed charge as regards any of that Chargor's assets specified in that notice if:

(i) an Event of Default is continuing; or

(ii) the Security Agent considers those assets to be in reasonable danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

(c) The floating charge created by this Clause 2.13 (*Floating charge*) may not be converted into a fixed charge solely by reason of:

(i) the obtaining of a moratorium; or

(ii) anything done with a view to obtaining a moratorium,

under section 1A of the Insolvency Act 1986.

(d) The floating charge created by this Clause 2.13 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over:

(i) 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; or

(ii) any Security Asset which:

(A) that Chargor takes any step to create any Security in breach of Clause 3.1 (*Security*); or

(B) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against.

(e) The floating charge created by this Clause 2.13 (*Floating charge*) is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. RESTRICTIONS ON DEALINGS

3.1 Security

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

3.2 Disposals

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

4. LAND

4.1 Notices to tenants

Each Chargor must at the request of the Security Agent where an Event of Default has occurred and is continuing:

(a) 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 its Mortgaged Property; and

(b) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (*Acknowledgement of Tenants*),

provided that where any such tenant is a Chargor, those notices and acknowledgements shall be deemed to have been served in those forms as between those Chargors:

(i) (in respect of any Lease Document entered into on the date of this Deed) on the date hereof; or

(ii) (in respect of any Lease Document entered into after the date of this Deed) on the date of that Lease Document.

4.2 Acquisitions

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

(a) notify the Security Agent promptly;

(b) promptly on request by the Security Agent and at the reasonable cost of the relevant Chargor, execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent in any form which the Security Agent may require; and

(c)

(i) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of that legal mortgage; and

(ii) if applicable, ensure that that legal mortgage is correctly noted against that title in the title register at the Land Registry.

4.3 **Land Registry**

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

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

4.4 **Deposit of title deeds**

Each Chargor must promptly:

(a) deposit with the Security Agent all deeds and documents necessary to show good and marketable title to any of its property referred to in Clause 4.2 (*Acquisitions*) (the "**Title Documents**");

(b) procure that the Title Documents are held at the applicable Land Registry to the order of the Security Agent; or

(c) procure that the Title Documents are held to the order of the Security Agent by a firm of solicitors approved by the Security Agent for that purpose.

5. **INVESTMENTS**

5.1 **Deposit**

Each Chargor must promptly:

(a) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and

(b) execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

5.2 **Calls**

(a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments.

(b) If a Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any of its Investments on behalf of that Chargor. The relevant Chargor must within five Business Days of demand reimburse the Security Agent for any payment made by the Security Agent under this Clause 5.2 (*Calls*).

5.3 **Other obligations in respect of Investments**

(a) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.

(b) The Security Agent is not obliged to:

(i) perform any obligation of the relevant Chargor;

(ii) make any payment;

(iii) make any enquiry as to the nature or sufficiency of any payment received by it or the relevant 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 Investments.

5.4 **Voting rights**

(a) Before this Security becomes enforceable:

(i) the voting rights, powers and other rights in respect of its Investments will be exercised:

(A) by the relevant Chargor; or

(B) if exercisable by the Security Agent, in any manner which the relevant Chargor may direct the Security Agent in writing; and

(ii) all dividends, distributions or other income paid or payable in relation to any Investments in accordance with the Facility Agreement must be paid into the PL Development Account.

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

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

6. **ACCOUNTS**

6.1 **General**

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

6.2 **Book debts and receipts**

(a) Each Chargor must get in and realise its:

(i) Rental Income and other amounts due from tenants or any other occupiers of its Mortgaged Property; and

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

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

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

6.3 **Notices of charge**

Each Chargor must:

(a) promptly serve a notice of charge, substantially in the form of Part I of Schedule 4 (*Forms of Letter for Account Bank*), on each Account Bank which holds an Account in relation to which that Chargor has any rights; and

(b) ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 4 (*Acknowledgement of Account Bank*).

7. HEDGING

Each Chargor must:

(a) promptly serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (*Forms of Letter for Hedge Counterparty*), on each counterparty to a Hedging Agreement to which that Chargor is a party; and

(b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (*Acknowledgement of Hedge Counterparty*).

8. INSURANCES

Each Chargor must:

(a) promptly serve a notice of assignment, substantially in the form of Part 1 of Schedule 6 (*Forms of Letter for Insurers*), on each counterparty to an Insurance in which that Chargor has an interest; and

(b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (*Acknowledgement of Insurer*).

9. DEVELOPMENT DOCUMENTS

Each Chargor must, at the request of the Security Agent where an Event of Default has occurred and is continuing:

(a) promptly serve a notice of assignment, substantially in the form of Part 1 of Schedule 7 (*Forms of Letter for Other Contracts*), on each counterparty to a Development Document under which that Chargor has any rights; and

(b) use reasonable endeavours to ensure that each such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 7 (*Acknowledgement of Counterparty*).

10. OTHER CONTRACTS

(a) Each Chargor must:

(i) promptly serve a notice of assignment, substantially in the form of Part 1 of Schedule 7 (*Forms of Letter for Other Contracts*), on each counterparty to:

(A) each Relevant Contract appointing a Property Manager;

(B) the Intra-group IP Licence;

(C) each Operating Services Agreement; and

(D) each New Acquisition Document; and

(ii) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 7 (*Acknowledgement of Counterparty*).

(b) Each Chargor must, at the request of the Security Agent where an Event of Default has occurred and is continuing:

(i) (except insofar as a notice of assignment is required to be served under another provision of this Deed, including (without limitation) paragraph (a) above) promptly serve a notice of assignment, substantially in the form of Part 1 of Schedule 7 (*Forms of Letter for Other Contracts*), on each counterparty to a contract listed in Clause 2.11 (*Other contracts*) (other than those contacts in relation to which notice has already been served by the relevant Chargor pursuant to paragraph (a) above), in each case in relation to which that Chargor has any rights; and

(ii) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 7 (*Acknowledgement of Counterparty*).

11. WHEN SECURITY BECOMES ENFORCEABLE

11.1 Event of Default

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

11.2 Discretion

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

11.3 Statutory powers

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

12. ENFORCEMENT OF SECURITY

12.1 General

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

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

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

12.2 **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.

12.3 **Privileges**

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

12.4 **Protection of third parties**

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

(a) whether the Secured Liabilities have become payable;

(b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;

(c) whether any money remains due under the Finance Documents; or

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

12.5 **Redemption of prior mortgages**

(a) At any time after this Security has become enforceable, the Security Agent may:

(i) redeem any prior Security against any Security Asset; and/or

(ii) procure the transfer of that Security to itself; and/or

(iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.

(b) Each Chargor must pay to the Security Agent, promptly on demand, the reasonable costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

12.6 **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.

12.7 **Financial collateral**

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

(b) Where any financial collateral is appropriated:

(i) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or

(ii) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

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

13. RECEIVER

13.1 Appointment of Receiver

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

(i) this Security has become enforceable; or

(ii) any Chargor so requests to the Security Agent at any time.

(b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.

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

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

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

13.2 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.

13.3 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.

13.4 Agent of the Chargors

(a) A Receiver will be deemed to be the agent of the relevant 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. The relevant Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

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

13.5 **Relationship with Security Agent**

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

14. **POWERS OF RECEIVER**

14.1 **General**

(a) A Receiver has all of the rights, powers and discretions set out below in this Clause 14 in addition to those conferred on it by any law. This includes:

(i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and

(ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.

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

14.2 **Possession**

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

14.3 **Carry on business**

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

14.4 **Employees**

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

(b) A Receiver may discharge any person appointed by any Chargor.

14.5 **Borrow money**

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

14.6 **Sale of assets**

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

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

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

14.7 **Leases**

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

14.8 **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.

14.9 **Legal actions**

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

14.10 **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.

14.11 **Subsidiaries**

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

14.12 **Delegation**

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

14.13 **Lending**

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

14.14 **Protection of assets**

A Receiver may:

(a) effect any repair or insurance and do any other act which a Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;

(b) commence and/or complete any building operation; and

(c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

14.15 **Other powers**

A Receiver may:

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

(b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and

(c) use the name of any Chargor for any of the above purposes.

15. APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and applied in accordance with the Facility Agreement. This Clause 15:

(a) is subject to the payment of any claims having priority over this Security; and

(b) does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

16. DELEGATION

16.1 Power of Attorney

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

16.2 Terms

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

16.3 Liability

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

17. FURTHER ASSURANCES

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

(i) creating, perfecting or protecting any security granted or purported to be granted by this Deed over any Security Asset; or

(ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset under or pursuant to this Deed.

(b) The action that may be required under paragraph (a) above includes:

(i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or

(ii) the giving of any notice, order or direction and the making of any filing or registration,

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

18. **POWER OF ATTORNEY**

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of 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 may (acting reasonably) deem necessary for carrying out any obligation of that Chargor, any Subordinated Creditor and Obligor under or pursuant to any Finance Document or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under any Finance Document or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 18.

19. **SECURITY AGENT PROVISIONS**

(a) The Security Agent executes this Deed in the exercise of the rights, powers and authority conferred and vested in it under the Facility Agreement and any other Finance Document for and on behalf of the Secured Parties (in the case of the Security Agent) for whom it acts. It will exercise its powers, rights, duties and authority under this Deed in the manner provided for in the Facility Agreement and, in so acting, it shall have the protections, immunities, limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facility 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 relevant Finance Parties in accordance with the provisions of the Facility Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Finance Party or Finance Parties entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

20. **MISCELLANEOUS**

20.1 **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.

20.2 **Tacking**

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

20.3 **New accounts**

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

(b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.

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

20.4 **Time deposits**

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

20.5 **Notice to Chargors**

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

21. RELEASE

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

22. GOVERNING LAW

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

(b) 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 the Deed (a "**Dispute**").

(c) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly neither Party will argue to the contrary.

(d) Notwithstanding paragraph (a) above, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Secured Party may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE 1

THE CHARGORS

Name of Chargor	Jurisdiction	Registration number (or equivalent, if any)
PegasusLife Property Limited	England and Wales	11698628
PegasusLife Property Holdings Limited	England and Wales	11708753
PegasusLife – Rental Limited	England and Wales	10726314
PegasusLife Cobham Limited	England and Wales	10670355
PegasusLife Lyndhurst Limited	England and Wales	10304225
Renaissance Assets Limited	England and Wales	10291415
PegasusLife Holdings Limited	England and Wales	09553221
PegasusLife Landlord Limited	England and Wales	08804304
PegasusLife Development Limited	England and Wales	09340939
PegasusLife Landlord – No.79 Fitzjohns Avenue Limited	England and Wales	10226445
PegasusLife Landlord – Ace Sandbanks Limited	England and Wales	09568787
PegasusLife Landlord – Wildernesse House Limited	England and Wales	09983582
PegasusLife Landlord – Park House Limited	England and Wales	10226508
PegasusLife Landlord – Chimes Limited	England and Wales	10369001
PegasusLife Landlord – Court House Limited	England and Wales	11187261
PegasusLife Landlord – Jesmond Limited	England and Wales	11183107
PegasusLife Landlord – Hortsley Limited	England and Wales	09983469
PegasusLife Landlord – Hampstead Green Studios Limited	England and Wales	10226698

Name of Chargor	Jurisdiction	Registration number (or equivalent, if any)
PegasusLife Landlord – The Landing Limited	England and Wales	09757235
PegasusLife Landlord – Woodlands Limited	England and Wales	09757226
PegasusLife Landlord – Poole Limited	England and Wales	11183043
PegasusLife Landlord – Steepleton Limited	England and Wales	10226454
PegasusLife Landlord – JDH Limited	England and Wales	10226503
PegasusLife Landlord – Dorking Limited	England and Wales	11184579
PegasusLife Landlord – The Vincent Limited	England and Wales	10468748
PegasusLife Landlord – Falmouth Limited	England and Wales	10682843
PegasusLife Landlord – Holmwood Limited	England and Wales	11177631
PegasusLife Landlord – Shell Cove Limited	England and Wales	10226490
PegasusLife Landlord – One Bayshill Road Limited	England and Wales	09983390
PegasusLife Landlord – Chapelwood Limited	England and Wales	10095052
PegasusLife Landlord – Bourne End Limited	England and Wales	11424647
PegasusLife Landlord – Horsell Limited	England and Wales	10226494
PegasusLife Landlord – Portishead Limited	England and Wales	10226500
PegasusLife Landlord – Carriages Limited	England and Wales	09757227
PegasusLife Development (Westminster) Limited	England and Wales	10416531

Name of Chargor	Jurisdiction	Registration number (or equivalent, if any)
PegasusLife Development (QVH) Limited	England and Wales	10421199
PegasusLife Development (Bartrams) Limited	England and Wales	10468955
PegasusLife Development (OBR) Limited	England and Wales	10470894
PegasusLife Landlord - Avail 1 Limited	England and Wales	09553347
PegasusLife Landlord - Avail 2 Limited	England and Wales	09553373

SCHEDULE 2

REAL PROPERTY

No.	Chargor	Property	Title No.
1.	PegasusLife Development Limited	336 Sandbanks Road, Poole BH14 8HY	DT250192
2.	PegasusLife Development Limited	338 Sandbanks, Poole BH14 8HY	DT248015
3.	PegasusLife Development Limited	Bartrams Convent Hostel, Rowland Hill Street, London NW3 2AD	NGL939811
4.	PegasusLife Development Limited	The Watersplash Hotel, The Rise, Brockenhurst SO42 7SP	HP584363
5.	PegasusLife Development Limited	1 Flaghead Road, Canford Cliffs, Poole, BH13 7JL.	DT104502
6.	PegasusLife Development Limited	St George's House, Bayshill Road, Cheltenham GL50 3AE	GR364148
7.	PegasusLife Development Limited	Madeira Hotel, Cliff Road, Falmouth TR11 4NY	CL208221
8.	PegasusLife Development Limited	Arthur West House, 79 Fitzjohns Avenue, London NW3 6PA	162429
9.	PegasusLife Development Limited	James Marshall House, Leyton Road, Harpenden AL5 2LW	HD541188
10.	PegasusLife Development Limited	Newcastle High School, Eskdale Terrace, Jesmond, Newcastle NE2 4DS	TY449534
11.	PegasusLife Development Limited	John Dower House, Crescent Place, 60-62 & 66 St Georges Place, Cheltenham GL50 3RA	GR403566
12.	PegasusLife Development Limited	17-21 Banks Road, Sandbanks, Poole BH13 7PW	DT406905
13.	PegasusLife Development Limited	Land lying to the north west of Newfoundland Way, Portishead, Bristol	ST325433
14.	PegasusLife Development Limited	Beech House, 840 Brighton Road, Purley CR8 2BH	SGL359925

No.	Chargor	Property	Title No.
15.	PegasusLife Development Limited	Queen Victoria House, Redland Hill, Redland, Bristol BS6 6UU	AV247649
16.	PegasusLife Development Limited	2 & 4 Sandbanks Road, Parkstone, Poole BH14 8AQ	DT17673 and DT72890
17.	PegasusLife Development Limited	Land on the north west side of Sutton Park Road, Seaford	ESX289226
18.	PegasusLife Development Limited	Dorton College, Sevenoaks	K39673
19.	PegasusLife Development Limited	Land on the north west side of Cirencester Road, Tetbury	GR131619
20.	PegasusLife Development Limited	Grenadier House, 99-105 Horseferry Road, London SW1P 2DX	NGL613654
21.	PegasusLife Development Limited	Wharf Business Centre, Wharf Lane, Bourne End SL8 5RU	BM360568 and BM392436
22.	PegasusLife Development Limited	Remenham Buildings, Chapel Lane, Wilmslow SK9 1PU	CH641535
23.	PegasusLife Development Limited	73 Horsell Moor, Woking GU21 4NL	SY372284
24.	PegasusLife Development Limited	Clive House, 12-18 Queens Road, Weybridge KT13 9XB	SY397823
25.	Renaissance Assets Limited	Former Kings School House, Sarum Road, Winchester Hampshire SO22 5HA	HP822879
26.	PegasusLife Cobham Limited	Land and buildings known as Wyndham Court, 74 Portsmouth Road, Cobham, KT11 1HY	SY654994
27.	PegasusLife Lyndhurst Limited	78 High Street, Lyndhurst SO43 7NL	HP618317
28.	Renaissance Assets Limited	48 & 50 Dukes Ride, Crowthorne RG45 6NX	BK143291
29.	Renaissance Assets Limited	Fleur De Lis, 2 Bolnore Road, Haywards Heath RH16 4WH	WSX386338
30.	Renaissance Assets Limited	Fleur De Lis, London Road, Marlborough SN8 2FN	WT436342

No.	Chargor	Property	Title No.
31.	Renaissance Assets Limited	Hares Garage, Station Road, Rustington, Littlehampton BN16 3BH	WSX273762
32.	Renaissance Assets Limited	The Jolly Farmer, 357 Yorktown Road, College Town, Sandhurst	BK327421
33.	Renaissance Assets Limited	Blue Conifer, Higher Downs Road, Torquay TQ1 3LD	DN59627
34.	Renaissance Assets Limited	Fleur De Lis, 15 Church Street, Wantage OX12 8GE	ON338178
35.	Renaissance Assets Limited	Fleur De Lis, Pound Lane, Wareham BH20 4FN	DT424241
36.	Renaissance Assets Limited	Land on the east side of East Borough, Wimborne	DT434473
37.	Renaissance Assets Limited	9 Wiltshire Road, Wokingham RG40 1TS	BK496651
38.	Renaissance Assets Limited	Former Magistrates Court, London Road, Dorking	SY471392
39.	PegasusLife Development Limited	Land lying to the west of Brassington Avenue, Sutton Coldfield	WM698023
40.	PegasusLife Development Limited	Land lying to the south east of Old Teignmouth Road, Dawlish	DN539789 / DN644619
41.	PegasusLife Development Limited	Guildford Plaza, Portsmouth Road, Guildford	SY222887
42.	PegasusLife Development Limited	Land at Upper Bristol Road, Bath	ST319964
43.	PegasusLife Development Limited	Land lying to the south of Parvis Road, West Byfleet	SY862901

SCHEDULE 3

PART 1

FORMS OF LETTER FOR OCCUPATIONAL TENANTS

To: [*Occupational tenant*]

Copy: Lloyds Bank plc (as Security Agent as defined below)

[*Date*]

Dear Sirs,

Re: [*Property address*]

Security Agreement dated [__________] 2019 between, among others, [*Chargor*] and Lloyds Bank plc (the "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 absolutely (subject to a proviso for re-assignment on redemption) to the Security Agent (as trustee for the Secured Parties as referred to in the Security Agreement) all our rights under the Lease.

We confirm that:

(a) we will remain liable under the Lease to perform all the obligations assumed by us under the Lease; and

(b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease.

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

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

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

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

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

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

Yours faithfully,

....

(Authorised Signatory)
[*Chargor*]

PART 2

ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT

To: Lloyds Bank plc (as Security Agent)

Attention: [__________]

[*Date*]

Dear Sirs,

Re: [*Property address*]

Security Agreement dated [__________] 2019 between, among others, [*Chargor*] and Lloyds Bank plc (the "Security Agreement")

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

We confirm that we:

(a) accept the instructions contained in the Notice and agree to comply with the Notice;

(b) have not received any notice of any prior security over the Lease or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease;

(c) must pay all rent and all other moneys payable by us under the Lease into the Rent Account (as defined in the Notice); and

(d) must continue to pay those moneys into the Rent Account (as defined in the Notice) until we receive your written instructions to the contrary.

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

Yours faithfully,

....

For
[*Occupational Tenant*]

SCHEDULE 4

PART 1

FORMS OF LETTER FOR ACCOUNT BANK

To: [*Account Bank*]

Copy: Lloyds Bank plc (as Security Agent as defined below)

[*Date*]

Dear Sirs,

Security Agreement dated [__________] 2019 between, among others, [*Chargor*] and Lloyds Bank plc (the "Security Agent") (the "Security Agreement")

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

We irrevocably instruct and authorise you to:

(a) disclose to the Security Agent any information relating to any Account requested from you by the Security Agent;

(b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent;

(c) hold all sums standing to the credit of any Account to the order of the Security Agent; and

(d) in respect of any Account other than our account with [__________] (account number [__________], sort code [__________]) (the "**PL Development Account**"), pay or release any sum standing to the credit of any such Account in accordance with the written instructions of the Security Agent.

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

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

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

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

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 [•] with a copy to us.

Yours faithfully,

....

(Authorised Signatory)
[*Chargor*]

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

To: Lloyds Bank plc (as Security Agent)

Copy: [*Chargor*]

[*Date*]

Dear Sirs,

Security Agreement dated [__________] 2019 between, among others, [*Chargor*] and Lloyds Bank plc (the "Security Agreement")

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

We confirm that we:

(a) accept the instructions contained in the Notice and agree to comply with the Notice;

(b) have not received notice of any prior security over, or the interest of any third party in, any Account;

(c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account;

(d) will not permit any amount to be withdrawn from any Account other than the PL Development Account (as defined in the Notice) without your prior written consent; and

(e) will comply with any notice we may receive from the Security Agent in respect of the PL Development Account.

The Accounts maintained with us are:

[*Specify accounts and account numbers*]

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

Yours faithfully,

....

(Authorised signatory)
[*Account Bank*]

SCHEDULE 5

PART 1

FORMS OF LETTER FOR HEDGE COUNTERPARTY

To: [*Hedge Counterparty*]

Copy: Lloyds Bank plc (as Security Agent as defined below)

[*Date*]

Dear Sirs,

Security Agreement dated [__________] 2019 between, among others, [*Chargor*] and Lloyds Bank plc (the "Security Agent") (the "Security Agreement")

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

We irrevocably instruct and authorise you to:

(a) disclose to the Security Agent any information relating to the Hedging Agreements which the Security Agent may request from you; and

(b) pay any sum payable by you under the Hedging Agreements to our account at [__________], account number [__________], sort code [__________].

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

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

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

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

Yours faithfully,

....

(Authorised signatory)
[*Chargor*]

PART 2

ACKNOWLEDGEMENT OF HEDGE COUNTERPARTY

To: Lloyds Bank plc (as Security Agent)

Copy: [*Chargor*]

[*Date*]

Dear Sirs,

Security Agreement dated [__________] 2019 between, among others, [*Chargor*] and Lloyds Bank plc (the "Security Agreement")

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

We confirm that we:

(a) accept the instructions contained in the Notice and agree to comply with the Notice;

(b) have not received notice of any prior security over, or the interest of any third party in, the Hedging Agreements;

(c) must pay any amount payable by us under the Hedging Agreements to the Chargor's account at [__________], Sort Code [__________], Account No. [__________]; and

(d) must accept your instructions in relation to the Chargor's rights under the Hedging Agreements.

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

Yours faithfully,

....

(Authorised signatory)
[*Hedge Counterparty*]

SCHEDULE 6

PART 1

FORMS OF LETTER FOR INSURERS

To: [*Insurer*]

Copy: Lloyds Bank plc (as Security Agent as defined below)

[*Date*]

Dear Sirs,

Security Agreement dated [__________] 2019 between, among others, [*Chargor*] and Lloyds Bank plc (the "Security Agent") (the "Security Agreement")

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

We confirm that:

(a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and

(b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

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

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

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

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

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

Yours faithfully,

....

(Authorised signatory)
[*Chargor*]

PART 2

ACKNOWLEDGEMENT OF INSURER

To: Lloyds Bank plc (as Security Agent)

Copy: [*Chargor*]

[*Date*]

Dear Sirs,

Security Agreement dated [__________] 2019 between, among others, [*Chargor*] and Lloyds Bank plc (the "Security Agreement")

We confirm receipt from [*Chargor*] (the "**Chargor**") of a notice dated [__________] (the "**Notice**") in relation to [*insert details of the contract of insurance*] (the "**Insurance**").

We confirm that we:

(a) accept the instructions contained in the Notice and agree to comply with the Notice; and

(b) will give notices and make payments under the Insurance as directed in the Notice.

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

Yours faithfully,

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

SCHEDULE 7

PART 1

FORMS OF LETTER FOR OTHER CONTRACTS

To: [*Contract Counterparty*]

Copy: Lloyds Bank plc (as Security Agent as defined below)

[*Date*]

Dear Sirs,

Security Agreement dated [__________] 2019 between, among others, [*Chargor*] and Lloyds Bank plc (the "Security Agent") (the "Security Agreement")

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

We confirm that:

(a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and

(b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

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

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

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

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

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

Yours faithfully,

....

(Authorised signatory)
[*Chargor*]

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: Lloyds Bank plc (as Security Agent)

Copy: [*Chargor*]

[*Date*]

Dear Sirs,

Security Agreement dated [__________] 2019 between, among others, [*Chargor*] and Lloyds Bank plc (the "Security Agreement")

We confirm receipt from [*Chargor*] (the "**Chargor**") of a notice dated [__________] (the "**Notice**") in relation to [*insert details of the contract*] (the "**Contract**").

We confirm that we:

(a) accept the instructions contained in the Notice and agree to comply with the Notice; and

(b) will give notices and make payments under the Contract as directed in the Notice.

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

Yours faithfully,

....

(Authorised signatory)
[*Contract counterparty*]

SIGNATORIES

Chargors

EXECUTED as a DEED by

PEGASUSLIFE PROPERTY LIMITED

acting by:

[redacted]

[redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE PROPERTY HOLDINGS LIMITED

acting by:

[redacted]

[redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE – RENTAL LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE COBHAM LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of: [redacted]

Witness's signature:

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LYNDHURST LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of: [redacted]

Witness's signature:

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

RENAISSANCE ASSETS LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of: [redacted]

Witness's signature:

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE HOLDINGS LIMITED [redacted]

acting by:

[redacted]

In the presence of: IAN TRINDER

Witness's signature: [redacted]

Name: Lisa [redacted]

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Th[redacted]

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE DEVELOPMENT LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of: [redacted]

Witness's signature:

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – NO.79 FITZJOHNS AVENUE LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of: [redacted]

Witness's signature:

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – ACE SANDBANKS LIMITED

acting by: [redacted]

[redacted] IAN TRINDER

In the presence of: [redacted]

Witness's signature:

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – WILDERNESSE HOUSE LIMITED

acting by: [redacted]

[redacted] IAN TRINDER

In the presence of: [redacted]

Witness's signature:

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – PARK HOUSE LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of: [redacted]

Witness's signature:

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – CHIMES LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – COURT HOUSE LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of: [redacted]

Witness's signature:

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – JESMOND LIMITED

acting by:

[redacted]

IAN TRINDER [redacted]

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – HORTSLEY LIMITED

acting by:

[redacted]

[redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – HAMPSTEAD GREEN STUDIOS LIMITED

acting by:

[redacted]

[redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – THE LANDING LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – WOODLANDS LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – POOLE LIMITED

acting by:

[redacted]

[redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – STEEPLETON LIMITED

acting by:

[redacted]

[redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – JDH LIMITED

acting by:

[redacted] [redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – DORKING LIMITED

acting by:

[redacted] [redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – THE VINCENT LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of: [redacted]

Witness's signature:

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – FALMOUTH LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – HOLMWOOD LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – SHELL COVE LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – ONE BAYSHILL ROAD LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of: [redacted]

Witness's signature:

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – CHAPELWOOD LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of: [redacted]

Witness's signature:

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – BOURNE END LIMITED

acting by:

[redacted]

[redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – HORSELL LIMITED

acting by:

[redacted]

[redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – PORTISHEAD LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD – CARRIAGES LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of:

Witness's signature: [redacted]

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE DEVELOPMENT (WESTMINSTER) LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of: [redacted]

Witness's signature:

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE DEVELOPMENT (QVH) LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of: [redacted]

Witness's signature:

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE DEVELOPMENT (BARTRAMS) LIMITED

acting by: [redacted]

[redacted] IAN TRINDER

In the presence of: [redacted]

Witness's signature:

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE DEVELOPMENT (OBR) LIMITED

acting by: [redacted]

[redacted] IAN TRINDER

In the presence of: [redacted]

Witness's signature:

Name: Lisa Th[redacted]

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD - AVAIL 1 LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of: [redacted]

Witness's signature:

Name: Lisa Thanh Duong

Address: ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

EXECUTED as a DEED by

PEGASUSLIFE LANDLORD - AVAIL 2 LIMITED

acting by: [redacted]

[redacted]

IAN TRINDER

In the presence of: [redacted]

Witness's signature:

Name: Lisa Thanh Duong

Address:

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

Security Agent

LLOYDS BANK PLC

By: [redacted]