



Registration of a Charge

Company Name: **MREF IV BIRMINGHAM OPERATIONS LIMITED**

Company Number: **11410897**



Received for filing in Electronic Format on the: **28/07/2022**

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Details of Charge

Date of creation: **27/07/2022**

Charge code: **1141 0897 0003**

Persons entitled: **CBRE LOAN SERVICES LIMITED AS SECURITY AGENT AND SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description: **ALL PRESENT AND FUTURE FREEHOLD OR LEASEHOLD LAND INCLUDING THE LEASEHOLD LAND COMPRISING THE NAUTICAL CLUB, 3-4 BISHOPSGATE STREET, BIRMINGHAM B15 1ET HAVING TITLE NUMBER MM135988 AND ALL INTELLECTUAL PROPERTY PURSUANT TO CLAUSE 3 AND AS FURTHER DESCRIBED IN SCHEDULE 2 OF THE ACCOMPANYING COPY INSTRUMENT**

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:

SIMMONS & SIMMONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11410897

Charge code: 1141 0897 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th July 2022 and created by MREF IV BIRMINGHAM OPERATIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th July 2022 .

Given at Companies House, Cardiff on 29th July 2022

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**

EXECUTION VERSION

Security Agreement

between

The entities listed in Schedule 1

as Original Chargors

and

CBRE Loan Services Limited

as Security Agent

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27 July 2022

THIS DEED is dated

and made

BETWEEN:

- (1) **THE ENTITIES** listed in Schedule 1 (*Original Parties*), as chargors (the "**Original Chargors**"); and
- (2) **CBRE LOAN SERVICES LIMITED** (the "**Security Agent**" which expression includes its successors and assigns as security agent and security trustee for the Secured Parties).

BACKGROUND:

- (A) Each Chargor is entering into this Deed in connection with the Finance Documents.
- (B) It is intended that this document takes effect as a deed even though a Party may only execute it under hand.

IT IS AGREED as follows:1. **Interpretation**1.1 **Definitions**

In this Deed, terms defined in the Facilities Agreement have the same meaning in this Deed unless given a different meaning and:

"**Additional Chargor**" means a person who becomes a Chargor by executing a Deed of Accession.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Bank Account**" means any account in the name of a Chargor with any person (including those listed in Schedule 5(*Bank Account*)) and includes any other account which is a successor to that account on any renumbering or re-designation of accounts and any account into which all or a part of the balance from that account is transferred for investment or administrative purposes.

"**Charged Property**" means all of the assets of a Chargor which from time to time are, or are expressed to be, subject to the Transaction Security.

"**Chargor**" means an Original Chargor or any Additional Chargor.

"**Deed of Accession**" means a document substantially in the form of Schedule 12 (*Form of Deed of Accession*).

"**Delegate**" means any delegate or sub delegate appointed under Clause 21 (*Delegation*).

"**Enforcement Event**" means an Event of Default which has occurred and is continuing.

"**Facilities Agreement**" means the facilities agreement dated on or around the date of this Deed and made between Arrow Exeter (Phase 2) Limited, Arrow Cardiff (Jersey Limited), Arrow Glasgow Limited, MREF IV Birmingham, Limited, Arrow Bowline Limited and MREF III Runnymede Property S.à r.l as borrowers, the Original Lenders (as defined therein), LGIM

Commercial Lending Limited as arranger and CBRE Loan Services Limited as agent and security agent.

"Intellectual Property" means:

- (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 (which may now or in the future subsist), whether registered or unregistered; and
- (B) the benefit of all applications and rights to use such assets of a Chargor (which may now or in the future subsist).

"Investments" means any securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit), warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments now or in the future owned by a Chargor or (to the extent of its interest) in which it now or in the future has any interest, including those listed in Schedule 3.

"LPA" means the Law of Property Act 1925.

"Mortgaged Property" means any freehold or leasehold property included in the definition of Charged Property.

"Opco" means each of:

- (A) the Exeter Opco;
- (B) the Cardiff Opco;
- (C) the Glasgow Opco;
- (D) the Birmingham Opco; and
- (E) the Runnymede Opco.

"Party" means a party to this Deed.

"Receiver" means a receiver, receiver or manager or administrative receiver of the whole or any part of the Charged Property.

"Secured Liabilities" means all present and future moneys, debts, liabilities and obligations due, owing or incurred by any Transaction Obligor to the Secured Parties under or in connection with any Finance Document (in each case whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

"Secured Party" means a Finance Party, a Receiver or any Delegate.

"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 irrevocably paid in full.

"Supplemental Mortgage" means a document substantially in the form of Schedule 13 (*Form of Supplemental Mortgage*).

"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent pursuant to this Deed, a Deed of Accession or a Supplemental Mortgage or any document entered into pursuant to Clause 7.2(A)(2).

1.2 Construction

- (A) Any reference in this Deed to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility under that Finance Document or other agreement or instrument.
- (B) The other provisions of clause 1.2 (*Construction*) and clause 1.5 (*Jersey terms*) of the Facilities Agreement apply to this Deed as if set out in full in this Deed with all necessary changes.
- (C) A reference in this Deed to the singular includes the plural and vice versa.
- (D) Unless a contrary indication appears, a reference in this Deed to **"Charged Property"** includes any part of that Charged Property and the proceeds of that Charged Property.
- (E) Each of the undertakings given by a Chargor in this Deed remain in force from the date of this Deed (or, if it becomes a Party later, the date it becomes a Party) until the end of the Security Period.
- (F) Each representation and warranty expressed to be made by a Chargor in this Deed is made by a Chargor on the date of this Deed (or, if it becomes a Party later, the date it becomes a Party) and is deemed to be repeated on each day during the Security Period by reference to the facts and circumstances then existing.

1.3 Disposition of property

The terms of the other Finance Documents and of any agreement, document or side letter between the Parties are incorporated into this Deed to the extent required for any purported disposition of all or any part of any freehold or leasehold property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 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 Contracts (Rights of Third Parties) Act 1999 (the **"Third Parties Act"**) to enforce or 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 or Delegate may, subject to this Clause 1.4 and the Third Parties Act, rely on any Clause of this Deed which expressly confers rights on it.

2. **Covenant to Pay**

Each Chargor shall pay each of the Secured Liabilities when due, or if they do not specify a

time, on demand.

3. **Creation of Security**

3.1 **Security generally**

All the Transaction Security:

- (A) is created in favour of the Security Agent;
- (B) is created over the present and future assets of each Chargor;
- (C) is security for the payment of all the Secured Liabilities; and
- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and, in relation to heritable or leasehold property situated in Scotland, is granted with warrandice.

3.2 **Land**

- (A) Each Chargor charges:
 - (1) by way of a first legal mortgage all estates or interests in any freehold or leasehold property (other than property located in Scotland) now owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use that property, including the freehold or leasehold property (if any) specified in Schedule 2 (*Mortgaged Property*); and
 - (2) (to the extent that they are not the subject of a legal mortgage under Clause 3.2(A)(1)) by way of first fixed charge all estates or interests in any freehold or leasehold property (other than property located in Scotland) now or in the future owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use that property.
- (B) Each Chargor assigns absolutely to the Security Agent all of its rights and interests in and to each Lease Document (including all Rental Income and in respect of any guarantee of Rental Income contained in or relating to any Lease Document).
- (C) A reference in this Deed to a mortgage or charge of any freehold or leasehold property includes:
 - (1) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it; and
 - (2) 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.

3.3 **Investments**

- (A) Each Chargor charges by way of a first fixed charge all of its rights and interests in its Investments.

- (B) A reference in this Deed to any mortgage or charge of any Investments includes:
- (1) any dividend or interest paid or payable in relation to it;
 - (2) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
 - (3) any right against any clearance system in relation to it; and
 - (4) any right under any custodian or other agreement in relation to it.

3.4 Contracts

- (A) Each Chargor assigns absolutely, subject to the proviso for reassignment contained in Clause 26 (*Release of Security*), to the Security Agent all of its rights and interests in in, to and under all the agreements or documents specified in Schedule 4 (*Assigned Contracts*) and any material agreement governed by English law (other than a Development Document) to which it may be a party after the date of this Deed (together the "Assigned Contracts").
- (B) To the extent that any such right described in Clause 3.4(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.4(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) Each Chargor charges by way of a first fixed charge all of its rights and interests in any Development Document governed by English law to which it is a party.
- (D) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clauses 3.4(A) and 3.4(B), each Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.

3.5 Bank accounts

Each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Bank Account and the debt represented by any such Bank Account to the extent such Bank Accounts are not subject to any Security Documents governed by a law other than the law of England and Wales.

3.6 Book debts etc.

Each Chargor charges by way of a first fixed charge:

- (A) all of its book and other debts including amounts owed to it by other Chargors;
- (B) all other moneys due and owing to it including amounts which are due and owing to it from other Chargors; and
- (C) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under Clause 3.6(A) and Clause 3.6(B),

to the extent that they are not already subject to any Security Documents governed by a law

other than the law of England and Wales.

3.7 Insurances

(A) Each Chargor assigns absolutely to the Security Agent:

- (1) all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest; and
- (2) all moneys payable and all moneys paid to it under or in respect of all such contracts or policies of insurance,

to the extent such policies of insurance are not already subject to any Security Documents governed by a law other than the law of England and Wales.

(B) To the extent that any such right described in Clause 3.7(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.7(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.

(C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clause 3.7(A) or 3.7(B), each Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.

3.8 Plant and machinery

Each Chargor charges by way of a first fixed charge all fixed and moveable plant and machinery owned by it (including any specified in Schedule 6 (*Plant and Machinery*)), its interest in any plant or machinery in its possession (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and the benefit of all related Authorisations, agreements and warranties save for any such plant and machinery which is the subject of any Security Documents governed by a law other than the law of England and Wales.

3.9 Intellectual Property

Each Chargor charges by way of first fixed charge all its Intellectual Property (including any specified in Schedule 7 (*Intellectual Property*)) to the extent it is not already subject to any Security Documents governed by a law other than the law of England and Wales.

3.10 Authorisations

Each Chargor charges by way of first fixed charge the benefit of all Authorisations held by it in relation to any Charged Property, together with the right to recover and receive compensation which may be payable to it in respect of any Authorisation to the extent it is not already subject to any Security Documents governed by a law other than the law of England and Wales.

3.11 Pension fund

Each Chargor charges by way of first fixed charge any beneficial interest, claim or entitlement it has in any pension fund.

3.12 Goodwill

Each Chargor charges by way of first fixed charge its goodwill to the extent it is not already subject to any Security Documents governed by a law other than the law of England and Wales.

3.13 Uncalled capital

Each Chargor charges by way of first fixed charge its uncalled capital to the extent it is not already subject to any Security Documents governed by a law other than the law of England and Wales.

3.14 Floating charge

(A) Each Chargor charges by way of first floating charge:

- (1) its undertaking and assets, both present and future not otherwise effectively mortgaged or charged under this Deed; and
- (2) all its property, assets and rights which are situated in Scotland, or which are otherwise governed by Scots law, both present and future (whether or not such property, assets and rights are effectively mortgaged or charged by way of a fixed charge under this Deed).

(B) The floating charge created by each Chargor pursuant to Clause 3.14(A) is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

(C) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Deed and the Security Agent may appoint an administrator to a Chargor pursuant to that paragraph.

(D) The Security Agent may (to the extent permitted under applicable law) convert the floating charge created by this Deed or any Deed of Accession over all or any of the Charged Property into a fixed charge by written notice to the relevant Chargor specifying the relevant Charged Property (either specifically or generally):

- (1) on the occurrence of an Enforcement Event; and/or
- (2) if 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.

(E) If:

- (1) a Chargor takes any step to create any Security in breach of Clause 6.1 (*Negative Pledge*) over any of the Charged Property not subject to a mortgage or fixed charge;
- (2) an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator in respect of a Chargor; or
- (3) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Charged Property,

the floating charge over the relevant Charged Property shall (to the extent permitted under applicable law) automatically and immediately be converted into a fixed charge.

Any conversion of the floating charge created by this Deed pursuant to Clauses 3.14(D) and 3.14(E) will not apply to any property, assets and rights which are situated in Scotland, or which are otherwise governed by Scots law if and to the extent that a Receiver would not be capable of exercising their powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such conversion by notice or automatic conversion

3.15 Exceptions to fixed security

The fixed charges created by Clause 3.2 (*Land*) to 3.13 (*Uncalled capital*) (inclusive) shall not apply to property, assets and rights which are situated in Scotland or which are otherwise governed by Scots law.

4. Continuing Security

4.1 Continuing Security

The Transaction 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.

4.2 Additional Security

The Transaction Security:

- (A) is in addition to, and is not in any way prejudiced by, any other Security or other right now or subsequently held by any Finance Party; and
- (B) may be enforced against a Chargor without having recourse to any other rights of any Finance Party.

5. Further Assurance

- (A) Each Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
 - (1) to perfect the Security created or intended to be created by the Transaction Security (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of Transaction Security) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law;
 - (2) to confer on the Security Agent or confer on the Finance Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security conferred or intended to be conferred by or pursuant to the Transaction Security; and/or
 - (3) at any time following an Enforcement Event, to facilitate the realisation of the

assets which are, or are intended to be, the subject of the Transaction Security.

- (B) Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Transaction Security.

6. Restrictions on Dealing

6.1 Negative pledge

No Chargor shall create or permit to subsist any Security over any Charged Property, nor do anything which is prohibited by Clause 21.3 (*Negative pledge*) of the Facilities Agreement except as permitted by the Facilities Agreement or where agreed in writing by the Security Agent.

6.2 Disposals

No Chargor shall (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Charged Property except as permitted by the Facilities Agreement or where agreed in writing by the Security Agent.

7. Land

7.1 The Land Registry

In the case of a Chargor's existing freehold or leasehold property, that Chargor shall promptly from the date of this Deed:

- (A) and in any event within any applicable priority period, apply to the Land Registry to register the Security created or expressed to be created by the Transaction Security;
- (B) submit to the Land Registry a duly completed form RX1 in which the Chargor applies for a restriction in the form specified by the Security Agent to be entered on the register of title to that freehold or leasehold property in respect of the Security created or expressed to be created by the Transaction Security;
- (C) submit to the Land Registry a duly completed form CH2 in which the Chargor applies for a note of an obligation to make further loans or advances to be entered on the register of title to that freehold or leasehold property in respect of the Security created or expressed to be created by the Transaction Security; and
- (D) pay all appropriate registration fees.

7.2 Acquisitions

- (A) If a Chargor acquires any freehold, heritable or leasehold property after the date of this Deed, the Chargor shall:
 - (1) notify the Security Agent immediately;
 - (2) immediately on request by the Security Agent and at the cost of the relevant Chargor, execute and deliver to the Security Agent a Supplemental Mortgage

of (or, in the case of property situated in Scotland, a standard security over) that freehold, heritable or leasehold property together with such constitutional documents, corporate authorisations and other matters as the Security Agent may require to verify that such document constitutes that Chargor's legal, valid, binding and enforceable obligations;

(3) if title to that freehold or leasehold property is registered at the Land Registry or is required to be so registered:

- (a) promptly and in any event within any applicable priority period, apply to the Land Registry for first registration of that freehold or leasehold property (where that freehold or leasehold property is not already registered at the Land Registry) and registration of that Chargor as the registered proprietor of that freehold or leasehold property;
- (b) promptly and in any event within any applicable priority period, apply to the Land Registry to register the Security created or expressed to be created by the Transaction Security;
- (c) promptly and in any event within any applicable priority period, apply to the Land Registry submit to the Land Registry a duly completed form RX1 in which the Chargor applies for a restriction in the form specified by the Security Agent to be entered on the register of title to that freehold or leasehold property in respect of the Security created or expressed to be created by the Transaction Security;
- (d) promptly submit to the Land Registry a duly completed form CH2 in which the Chargor applies for a note of an obligation to make further advances to be entered on the register of title to that freehold or leasehold property in respect of the Security created or expressed to be created by the Transaction Security; and
- (e) promptly pay all appropriate registration fees.

(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 it, that Chargor shall not be required to perform that obligation unless and until it has obtained the landlord's consent. The relevant Chargor shall use its reasonable endeavours to obtain the landlord's consent.

7.3 Deposit of title deeds

All deeds and documents of title relating to the Charged Property shall be held on behalf of the Security Agent by solicitors appointed by the Chargor pursuant to an undertaking (in a form acceptable to the Security Agent).

7.4 Title Information Document

On completion of the registration of any Security in respect of its Mortgaged Property, each Chargor shall as soon as reasonably practicable (and in any case within 5 Business Days of receipt of the same) supply to the Security Agent a certified copy of the Title Information Document issued by the Land Registry.

7.5 Power to remedy

Each Chargor shall permit the Security Agent and/or any of its representatives, agents or contractors, at any time when an Event of Default is continuing, to enter any Mortgaged Property and to take any steps which it believes necessary in relation to that Mortgaged Property.

7.6 Notice of charge of Opco Leases

(A)

- (1) In respect of each Exeter Opco Lease, the Exeter Borrower notifies the Exeter Opco, and the Exeter Opco acknowledges;
- (2) in respect of each Cardiff Opco Lease, the Cardiff Borrower notifies the Cardiff Opco, and the Cardiff Opco acknowledges;
- (3) in respect of the Birmingham Opco Lease, the Birmingham Borrower notifies the Birmingham Opco, and the Birmingham Opco acknowledges;
- (4) in respect of the Runnymede Opco Lease, the Runnymede Borrower notifies the Runnymede Opco, and the Opco acknowledges,

that, pursuant to the terms of this Agreement, it has assigned to the Security Agent (as agent and trustee for the Secured Parties referred to in the Security Agreement) all of its present and future right, title and interest in each relevant Opco Lease referred to above.

(B)

- (1) Each Borrower irrevocably instructs and authorises the relevant Opco to pay any rent payable by the relevant Opco under the applicable Opco Lease to that Borrower's Debt Service Account.
- (2) Each Borrower remains liable under the applicable Opco Lease to perform all the obligations assumed by it under the applicable Opco Lease. None of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to an Opco under or in respect of the applicable Opco Lease.
- (3) Each Borrower has agreed not to amend, waive or vary any provision of or terminate an Opco Lease without the prior consent of the Security Agent.
- (4) Each Borrower confirms to each relevant Opco that it may comply with the instructions in this Clause without any further permission from the relevant Borrower and without enquiry by the relevant Opco as to the justification for or validity of any notice, request or instructions.
- (5) Each Borrower confirms to each relevant Opco that the instructions in this clause apply until the Opco receives notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.
- (6) Each Borrower confirms to each relevant Opco that the instructions in this Clause may not be revoked or amended without the prior written consent of the Security Agent.

- (C) Each Opco acknowledges the contents of Paragraph (B) above and confirms that it will comply with its terms.

7.7 Notice of charge or assignment

- (A) Each Chargor shall promptly (and in any case within 1 Business Day of the date of this Deed or if the relevant tenant enters into a Lease Document following the date of this Deed, then within 2 Business Days of the date that the Lease Document is entered into) serve a notice of charge or assignment substantially in the applicable form as set out in Schedule 11 (*Notice to tenants*) on any Tenant of a Mortgaged Property who does not occupy that Mortgaged Property or part thereof under an Approved Lease.
- (B) Each relevant Chargor shall use reasonable endeavours to procure that each person referred to in Clause 7.7(A) acknowledges receipt of that notice, substantially in the applicable form as set out in Schedule 11 (*Notice to Tenants*).

This Clause 7.7 shall not apply to property which is situated in Scotland or any leases which are otherwise governed by Scots law.

8. Investments

8.1 Certificated Investments

Each Chargor on the date of this Deed (or in the case of any certificated Investments acquired after the date of this Deed, as soon as reasonably practicable (and in any case within 5 Business Days) after that acquisition):

- (A) shall deposit with the Security Agent, or as the Security Agent may direct, any bearer instrument, share certificate or other document of title or evidence of ownership in relation to its Investments; and
- (B) shall promptly take any action and execute and deliver to the Security Agent any share transfer or other document which may be requested by the Security Agent in order to enable the transferee to be registered as the owner or otherwise obtain a legal title to its Investments; this includes:
- (1) delivering executed and (unless exempt from stamp duty), pre-stamped share transfers in favour of the Security Agent or any of its nominees as transferee or, if the Security Agent so directs, with the transferee left blank; and
 - (2) procuring that those share transfers are registered by the issuer(s) of the Investments are held and that share certificates in the name of the transferee are delivered to the Security Agent.

8.2 Changes to rights

No Chargor may (except to the extent permitted by the Facilities Agreement or where agreed in writing by the Security Agent) take 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.

8.3 Calls

- (A) Each Chargor shall pay all calls or other payments due and payable in respect 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 Investment on behalf of the Chargor. Each Chargor shall within 5 Business Days of a request from the Security Agent reimburse the Security Agent for any payment made by the Security Agent under this Clause 8.3.

8.4 Other obligations in respect of Investments

- (A) Each Chargor shall comply with all other conditions and obligations assumed by it in respect of any Investments.
- (B) The Security Agent is not obliged to:
 - (1) perform any obligation of a Chargor;
 - (2) make any payment;
 - (3) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
 - (4) 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 the Transaction Security,

in respect of any Investments.

8.5 Voting rights before enforcement

- (A) Subject to Clause 8.6 (*Voting rights after enforcement*), at any time prior to an Enforcement Event, a Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments but only to the extent that it does so for a purpose not inconsistent with any Finance Document and the exercise of or failure to exercise those rights would not prejudice the interests of any Finance Party.
- (B) If the relevant Investments have been registered in the name of the Security Agent or its nominee, the Security Agent (or that nominee) shall exercise the voting rights, powers and other rights in respect of the Investments in any manner which the Chargor may direct in writing but only to the extent that it does so for a purpose not inconsistent with any Finance Document and the exercise of or failure to exercise those rights would not prejudice the interests of any Finance Party. The Security Agent (or that nominee) shall execute any form of proxy or other document which a Chargor may reasonably require for this purpose.
- (C) Subject to Clause 8.6 (*Voting rights after enforcement*), all dividends or other income or distributions paid or payable in relation to any Investments shall be paid in accordance with the provisions of the Finance Documents.
- (D) Subject to Clause 8.6 (*Voting rights after enforcement*), the Security Agent shall use its reasonable endeavours promptly to forward to the relevant Chargor all material notices, correspondence and/or other communication it receives in relation to the Investments.

8.6 Voting rights after enforcement

- (A) Following the occurrence of an Enforcement Event, the Security Agent or its nominee may exercise or refrain from exercising:
- (1) any voting rights; and
 - (2) any other powers or rights which may be exercised by the legal or beneficial owner of any Investments, any person who is the holder of any Investments or otherwise,
- in each case, in the name of the relevant Chargor, the registered holder or otherwise and without any further consent or authority on the part of that Chargor and irrespective of any direction given by that Chargor.
- (B) To the extent that the Investments remain registered in the name of a Chargor, that Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments at any time after this Security has become enforceable.
- (C) Each Chargor shall indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of Investments on the direction of the Chargor.

8.7 Clearance systems

- (A) Each Chargor shall, if so requested by the Security Agent:
- (1) instruct any clearance system to transfer any Investment held by it for the Chargor or its nominee to an account of the Security Agent or its nominee with that clearance system; and
 - (2) take whatever action the Security Agent may request for the dematerialisation or rematerialisation of any Investments held in a clearance system.
- (B) Without prejudice to the rest of this Clause the Security Agent may, at the expense of the Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Investments as reasonably necessary.

8.8 Custodian arrangements

Each Chargor shall:

- (A) promptly give notice of the Transaction Security to any custodian of any Investments in any form which the Security Agent may reasonably require; and
- (B) use reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Security Agent may reasonably require.

9. Intellectual Property

9.1 Representations

Each Chargor represents and warrants to the Security Agent for the benefit of each Finance Party that:

- (A) all its Intellectual Property which is material to its business is identified in Schedule 7 (*Intellectual Property*) opposite its name or in the relevant Part of the Schedule to any Deed of Accession by which it become a Party;
- (B) it is the sole legal and beneficial owner of or has licensed to it on normal commercial terms all the Intellectual Property which is material to its business and which is required by it in order to carry on its business as it is being conducted; and
- (C) it has taken all formal or procedural actions (including payment of fees) required to maintain any Intellectual Property owned by it.

9.2 Preservation

- (A) To the extent that any Chargor owns any Intellectual Property at any time, each Chargor shall:
 - (1) preserve and maintain the subsistence and validity of any Intellectual Property necessary for its business;
 - (2) use reasonable endeavours to prevent any infringement in any material respect of any Intellectual Property owned by it;
 - (3) make any registrations and pay any registration fees and taxes necessary to maintain its Intellectual Property in full force and effect and record its interest in that Intellectual Property;
 - (4) not use or permit its Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of its Intellectual Property or imperil its right to use such property; and
 - (5) not discontinue the use of its Intellectual Property.
- (B) Each Chargor shall promptly, if requested to do so by the Security Agent, sign or procure the signature of, and comply with all instructions of the Security Agent in respect of, any document required to make entries in any public register of Intellectual Property (including the United Kingdom Trade Marks Register) which either record the existence of the Transaction Security or the restrictions on disposal imposed by the Transaction Security.

10. Book Debts

- (A) Each Chargor shall get in and realise its:
 - (1) securities to the extent held by way of temporary investment;
 - (2) book and other debts and other moneys owed to it; and
 - (3) royalties, fees and income of any nature owed to it,

in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account in accordance with Clause 10(B) but subject always to the Security created or expressed to be created by the Transaction Security) on trust for the Security Agent.

- (B) Each Chargor shall, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into the account specified in the Facilities Agreement or otherwise designated from time to time by the Security Agent.

11. **Bank Accounts - notices of charge**

- (A) Each Chargor shall within two Business Days of the date of this Deed (or, if later, within two Business Days of the date on which an account is opened by it) serve a notice of charge or assignment, substantially in the applicable form as set out in Schedule 8 (*Notice to Bank Holding an Account*), on each bank or financial institution located in England & Wales at which a Chargor maintains any of its accounts.
- (B) Each Chargor shall use reasonable endeavours to procure that each person referred to in Clause 11(A) acknowledges receipt of that notice, substantially in the applicable form as set out in Schedule 8 (*Notice to Bank Holding an Account*).

12. **Contracts**

12.1 **Representations**

Each Chargor represents and warrants to the Security Agent for the benefit of each Finance Party that:

- (A) all payments to it by any other party to any of its Assigned Contracts are not subject to any right of set-off or similar right;
- (B) subject to the Legal Reservations, each of its Assigned Contracts is its legally binding, and enforceable obligation;
- (C) it is not in Default of any of its obligations under any of its Assigned Contracts;
- (D) there is no prohibition on assignment in any of its Assigned Contracts; and
- (E) its entry into and performance of the Transaction Security will not conflict with any term of any of its Assigned Contracts.

12.2 **Documents**

If requested by the Security Agent, each Chargor shall promptly deliver to the Security Agent executed copies of all Assigned Contracts as now in effect and as requested by the Security Agent and shall promptly deliver such other documents relating to the Assigned Contracts as the Security Agent reasonably requires.

12.3 **No variation etc**

No Chargor shall without the prior written consent of the Security Agent or otherwise to the extent permitted under the Finance Documents:

- (A) amend, vary or waive (or agree to amend, vary or waive) (other than minor or administrative amendments) any provision of any Assigned Contract, exercise any right to rescind, cancel or terminate any Assigned Contract or release any counterparty from any obligations under any Assigned Contract;
- (B) waive any breach by any counterparty to an Assigned Contract or consent to any act

or omission which would otherwise constitute such a breach of an Assigned Contract; or

- (C) novate, transfer or assign any of its rights under any Assigned Contract.

12.4 Breach

Each Chargor shall notify the Security Agent of any breach of or default under an Assigned Contract by it or any other party and any right of it or any other party arising to terminate or rescind an Assigned Contract promptly on becoming aware of the same.

12.5 Information

Each Chargor shall as soon as reasonably practicable (and in any case within 5 Business Days of the relevant request) provide the Security Agent with any information it reasonably requires in relation to any Assigned Contract.

12.6 Rights

- (A) Subject to the rights of the Security Agent under Clause 12.6(B), each Chargor shall diligently pursue its rights under each of its Assigned Contracts, but only if and to the extent that the exercise of those rights in the manner proposed would not result in a Default.
- (B) Following the occurrence of an Enforcement Event, the Security Agent may exercise (without any further consent or authority on the part of a Chargor and irrespective of any direction given by a Chargor) any of that Chargor's rights under its Assigned Contracts.

12.7 Notices of charge or assignment

- (A) Each Chargor shall promptly (and in any case within 1 Business Day) of the date of this Deed serve a notice of charge or assignment, substantially in the applicable form as set out in Schedule 9 (*Notice to Counterparty to Assigned Contract*) on each counterparty to an Assigned Contract listed in Schedule 4 (*Assigned Contracts*).
- (B) Each Chargor shall promptly (and in any case within 1 Business Day) of a request by the Security Agent made at any time following the occurrence of an Event of Default which is continuing, serve a notice of charge or assignment, substantially in the applicable form as set out in Schedule 9 (*Notice to Counterparty to Assigned Contract*) on each counterparty to a material agreement governed by English Law (other than a Development Document) entered into at any time after the date of this Deed.
- (C) Each Chargor shall use reasonable endeavours to ensure that each person referred to in Clause 12.7(A) and (B) acknowledges receipt of that notice, substantially in the applicable form as set out in Schedule 9 (*Notice to Counterparty to Assigned Contract*).

13. Plant and Machinery

Each Chargor shall keep its plant and machinery in good repair and in good working order and condition.

14. **Insurances**

14.1 **Notices of charge or assignment**

- (A) Each Chargor shall promptly following the date of this Deed (and in any case within 1 Business Day of the date of this Deed) serve a notice of charge or assignment, substantially in the applicable form as set out in Schedule 10 (*Notice to Insurers*), on each of its insurers.
- (B) Each Chargor shall use reasonable endeavours to procure that each person referred to in Clause 14.1(A) acknowledges receipt of that notice, substantially in the applicable form as set out in Schedule 10 (*Notice to Insurers*).

15. **Representations**

Each Chargor represents and warrants to the Security Agent for the benefit of each Finance Party that:

- (A) the Transaction Security:
 - (1) creates (or, once entered into, will create) in favour of the Security Agent, the Security which it is expressed to create, fully perfected and with the ranking and priority it is expressed to have;
 - (2) is not subject to any prior or pari passu ranking Security; and
 - (3) is not liable to be avoided or set aside on its liquidation, administration or otherwise; and
- (B) it is the absolute legal and beneficial owner of all the assets over which it purports to create any Security pursuant to the Transaction Security.

16. **Enforcement**

16.1 **When enforceable**

The Transaction Security shall be immediately enforceable if an Enforcement Event occurs.

16.2 **Power of sale**

The statutory powers of sale, of appointing a receiver and the other powers conferred on mortgagees by Section 101 of the LPA (*Powers incident to estate or interest of mortgagee*) as varied and extended by this Deed shall arise on the date of this Deed but shall not be exercisable until after this Security has become enforceable.

16.3 **Section 103 of the LPA**

Section 103 of the LPA (*Regulation of exercise of power of sale*) shall not apply to this Deed.

16.4 **Section 93 of the LPA**

Section 93 of the LPA (*Restriction on consolidation of mortgages*) shall not apply to this Deed.

16.5 No liability as mortgagee in possession

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

16.6 Privileges

The Security Agent, each Receiver and each Delegate is entitled to all the rights, powers and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA except that Section 103 of the LPA (*Regulation of exercise of power of sale*) shall not apply to this Deed.

16.7 No duty to enquire

No person dealing with the Security Agent, any Receiver or any Delegate shall be concerned to enquire:

- (A) whether the rights conferred by or pursuant to any Finance Document are exercisable;
- (B) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (C) otherwise as to the propriety or regularity of acts purporting or intended to exercise any such rights; or
- (D) as to the application of any money borrowed or raised.

16.8 Protection to purchasers

All the protection to purchasers contained in Sections 104 (*Conveyance on sale*) and 107 (*Mortgagee's receipts, discharges etc.*) of the LPA, Section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any Receiver or any Delegate.

16.9 Financial collateral arrangements

- (A) To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "Regulations") apply to any Charged Property, the Security Agent shall have the right to appropriate any Charged Property which constitutes "financial collateral" (as defined in the Regulations) in or towards the satisfaction of the Secured Liabilities.
- (B) The value of any Charged Property appropriated in accordance with this Clause 16.9 shall be:
 - (1) in the case of cash, the amount of the cash appropriated; and
 - (2) in the case of any Investments, their market value as determined by the Security Agent by reference to a public index, independent valuation or by such other process as the Security Agent may select (acting reasonably).
- (C) Each Chargor agrees that the method of valuation provided for in this Clause 16.9 is

commercially reasonable for the purposes of the Regulations.

17. **Receiver**

17.1 **Appointment of receiver**

- (A) The Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Charged Property if:
 - (1) an Enforcement Event occurs; or
 - (2) requested to do so by the Chargor.
- (B) Any appointment under Clause 17.1(A) may be by deed, under seal or in writing under hand.

17.2 **Removal**

The Security Agent may by writing under hand remove any Receiver appointed by it and may appoint a new Receiver in place of any Receiver whose appointment it may have terminated.

17.3 **Remuneration**

The Security Agent may determine the remuneration of any Receiver appointed by it and direct payment of that remuneration out of moneys received by it as Receiver. The maximum rate specified in section 109(6) of the LPA shall not apply to this Deed.

17.4 **Agent of Chargor**

- (A) Any Receiver will be deemed to be the agent of the Chargor for all purposes. Each Chargor alone is responsible for all contracts, engagements, acts, omissions, defaults, remuneration and all other costs, losses and expenses of a Receiver and for liabilities incurred by a Receiver.
- (B) No Finance Party will incur any liability (either to a Chargor or any other person) by reason of its appointment of a Receiver or for any other reasons.

17.5 **Security Agent's rights**

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Security Agent, whether or not the Security Agent shall have taken possession or appointed a Receiver of the Charged Property.

18. **Powers of Receiver**

18.1 **General**

- (A) A Receiver has all of the rights, powers and discretions set out below in this Clause 18 in addition to those conferred on it by any law, including all the rights, powers and discretions conferred on a receiver under the LPA and a receiver or an administrative receiver under 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 states otherwise) exercise all of the

powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

18.2 Possession

A Receiver may take immediate possession of, get in and collect any Charged Property.

18.3 Carry on business

A Receiver may carry on the business of a Chargor in any manner he thinks fit.

18.4 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 thinks fit.

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

18.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Charged Property either in priority to the Security created by this Deed or otherwise and generally on any terms and for whatever purpose which he thinks fit.

18.6 Sale of assets

(A) A Receiver may sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner and on any terms which he thinks fit.

(B) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.

(C) Fixtures, other than fixtures of any landlord or of any tenant under a Lease Document, may be severed and sold separately from the property containing them without the consent of a Chargor.

18.7 Leases

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

18.8 Compromise

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

18.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Charged Property which he thinks fit.

18.10 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 Charged Property.

18.11 Subsidiaries

A Receiver may form a Subsidiary of a Chargor and transfer to that Subsidiary any Charged Property.

18.12 Delegation

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

18.13 Lending

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

18.14 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 Charged Property;
- (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 thinks fit.

18.15 Other powers

A Receiver may:

- (A) do all other acts and things which he may consider desirable or necessary for realising any Charged Property 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 Charged Property all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Charged Property; and
- (C) use the name of a Chargor for any of the above purposes.

19. **Power of Attorney**

19.1 **Appointment**

Each Chargor by way of security irrevocably appoints the Security Agent, any Receiver and any Delegate severally its attorney (with full power of substitution), on its behalf and in its name or otherwise at such time and in such manner as the attorney may think fit:

- (A) to do anything which that Chargor is obliged to do under any Finance Document but has failed to within the time limit specified (if any, including any applicable grace periods); and
- (B) following the occurrence of an Enforcement Event, to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Property or under any Finance Document, the LPA or the Insolvency Act 1986.

19.2 **Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney does or purports to do under its appointment under this Clause 19.

20. **Tacking**

Each Finance Party shall comply with its obligations under the Finance Documents (including any obligation to make further advances).

21. **Delegation**

21.1 **Delegate and sub-delegates**

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.

21.2 **Terms**

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

21.3 **Liability**

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

22. **Preservation of Security**

22.1 **Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of a Chargor or any security for those obligations or otherwise) is made by the Security Agent in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under the Transaction Security will continue or be reinstated as if the discharge, release or arrangement had not occurred.

22.2 Waiver of defences

The obligations of each Chargor under the Transaction Security will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under the Transaction Security (and whether or not known to it or any Finance Party) including without limitation:

- (A) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (B) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any other person;
- (C) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (D) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person;
- (E) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature) or replacement of a Finance Document or any other document or security;
- (F) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (G) any insolvency or similar proceedings.

22.3 Immediate recourse

Each Chargor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under the Transaction Security. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

22.4 Appropriations

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full, any Finance Party (or any trustee or agent on its behalf) may:

- (A) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (B) hold in an interest-bearing suspense account any moneys received from a Chargor or on account of a Chargor's liability under the Transaction Security.

22.5 Deferral of Chargor's rights

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under the Transaction Security:

- (A) to be indemnified by a Chargor or any other person;
- (B) to claim any contribution from any other guarantor of a Chargor's obligations under the Finance Documents;
- (C) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;
- (D) to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which a Chargor has given a guarantee, undertaking or indemnity under any other Finance Document;
- (E) to exercise any right of set-off against any Chargor or other person; and/or
- (F) to claim or prove as a creditor of any Chargor or other person in competition with any Finance Party.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Chargors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 31 (*Payment mechanics*) of the Facilities Agreement.

23. Arrow Newco as Agent

- 23.1 Each Chargor irrevocably appoints Arrow Newco (in its capacity as Obligor's Agent) to execute on its behalf any Deed of Accession by which an Additional Chargor becomes a Party and pursuant to which the Chargor agrees to all matters provided for in the Deed of Accession.
- 23.2 Each Chargor agrees that any Deed of Accession executed by Arrow Newco pursuant to Clause 23.1 shall be binding on the Chargor to the same extent as if the Chargor had executed such a Deed of Accession itself and agrees to do all such other acts or things, and execute all such other documents and deeds, as Arrow Newco may require to evidence that fact.

24. VAT

Clause 11.7 (VAT) of the Facilities Agreement shall also apply to any amount payable under a Finance Document to any Receiver or Delegate with all necessary changes.

25. **Payments**

25.1 **Continuation of accounts**

- (A) At any time if any subsequent Security affects any Charged Property or a petition is presented or resolution passed in relation to the winding-up of a Chargor, any Finance Party may open a new account in the name of that Chargor (whether or not it permits any existing account to continue).
- (B) If a Finance Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred.
- (C) No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce any Secured Liabilities.

25.2 **Order of distributions**

All amounts received or recovered by the Security Agent or any Receiver or Delegate in the exercise of their rights under the Transaction Security shall be applied in accordance with the Facilities Agreement.

26. **Release of Security**

26.1 **Release**

At the end of the Security Period the Security Agent shall promptly at the reasonable request and cost of the Chargors, take whatever action is necessary to release the Charged Property from the Security created by or expressed to be created by the Transaction Security including (but not limited to):

- (A) release and cancel the Security constituted by this Deed and procure the reassignment to the Chargors of the Charged Property and all other assets assigned to the Security Agent pursuant to this Deed; and
- (B) return all deeds and documents of title delivered to the Security Agent under this Deed (if any) and execute and deliver such further deeds and documents as the Chargors may reasonably require to give effect to this Clause 26.1.

26.2 **Retention**

If the Security Agent considers (acting reasonably) that any amount paid or credited to it under a Finance Document is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have been irrevocably paid.

27. **Counterparts**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

28. **Governing Law**

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

29. **Enforcement**

29.1 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 regarding the existence, validity or termination of this Deed or any non contractual obligations 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 29.1 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

29.2 Service of process

- (A) Without prejudice to any other mode of service allowed under any relevant law, each Chargor:
 - (1) irrevocably appoints Ares Management UK Limited as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document; and
 - (2) agrees that failure by a process agent to notify that Chargor of the process will not invalidate the proceedings concerned.
- (B) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, each Chargor shall immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose.

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

SCHEDULE 1 : THE ORIGINAL CHARGORS

Name of Chargor	Jurisdiction of Incorporation or Establishment	Registration Number
Arrow Exeter (Phase 2) Limited	England and Wales	11115650
Arrow Cardiff (Jersey) Limited	Jersey	122419
Arrow Glasgow Limited	England and Wales	09037173
MREF IV Birmingham Limited	Jersey	126600
Arrow Bowline Limited	England and Wales	14103076
MREF III Runnymede Property S.à r.l.	Grand Duchy of Luxembourg	B209235
Arrow I Limited	England and Wales	13095735
Arrow II Limited	England and Wales	13143588
Arrow IV Limited	England and Wales	13941847
Arrow V Limited	England and Wales	13941864
Arrow UK Property Holdings Limited	England and Wales	13942020
Arrow Exeter Management Limited	England and Wales	10627359
Arrow Cardiff Management Limited	England and Wales	10723597
Base Glasgow Opco Limited	England and Wales	11008974
MREF IV Birmingham Operations Limited	England and Wales	11410897
MREF III Runnymede Operations Limited	England and Wales	10409665
Arrow Devco (Exeter) Limited	England and Wales	10600741
Arrow Exeter Retail Management Limited	England and Wales	12267487
Arrow Devco (Cardiff) Limited	England and Wales	09846987
Arrow Cardiff Retail Management Limited	England and Wales	12267194
Arrow Glasgow Holdings Limited	England and Wales	12227193

SCHEDULE 2 : MORTGAGED PROPERTY

Name of Chargor	Freehold or Leasehold	Address	Title Number	Land Registry Administrative Area
Arrow Exeter (Phase 2) Limited	Leasehold	Land on the south side of Summerland Street, Exeter	DN698231	Exeter City Council
Arrow Exeter (Phase 2) Limited	Leasehold	Land lying to the South West of Summerland Street, Exeter	DN725881	Exeter City Council
Arrow Cardiff (Jersey) Limited	Freehold	The West Wing Glossop Road Cardiff CF24 0JU	WA449104	City of Cardiff Council
Arrow Cardiff (Jersey) Limited	Leasehold	Land on the north-west side of Belgrave Road, Exeter	DN683755	Exeter City Council
MREF IV Birmingham Limited	Leasehold	3 Bishopsgate Street Birmingham B15 1ET	MM113307	Birmingham City Council
MREF III Runnymede Property S.a r.l.	Freehold	Hox Park, being land on the north side of Coopers Hill Lane, Egham	SY840315	Runnymede Borough Council
Arrow Exeter Management Limited	Leasehold	Student Accommodation, The Depot, Bampfylde Street, Exeter, EX1 2FW	DN726606	Exeter City Council
Arrow Exeter Management Limited	Leasehold	Land on the south-west side of Summerland Street, Exeter.	DN732893	Exeter City Council
Arrow Exeter Retail Management Limited	Leasehold	Land at Belgrave Road, Exeter, EX1 2LB	DN726607	Exeter City Council
Arrow Exeter Retail Management Limited	Leasehold	Land On the south-west side of Summerland Street, Exeter.	DN744420	Exeter City Council
Arrow Cardiff Management Limited	Leasehold	The West Wing Glossop Road Cardiff CF24 0JU	CYM801593	City of Cardiff Council
Arrow Cardiff Retail Management Limited	Leasehold	Ground Floor, The West Wing, Glossop Road, Cardiff, CF24 0JU	CYM801664	City of Cardiff Council

Name of Chargor	Freehold or Leasehold	Address	Title Number	Land Registry Administrative Area
MREF IV Birmingham Operations Limited	Leasehold	Nautical Club, 3-4 Bishopsgate Street, Birmingham, B15 1ET	MM135988	Birmingham City Council
MREF III Runnymede Operations Limited	Leasehold	Hox Park, being land on the north side of Coopers Hill Lane, Egham	SY858208	Runnymede Borough Council

SCHEDULE 3 : INVESTMENTS

Name of Chargor	Name of company in which shares are held	Number of shares
Arrow Glasgow Limited	Base Glasgow Opco Limited	1000 ordinary shares of £0.10 each
Arrow Glasgow Holdings Limited	Arrow Glasgow Limited	1000 ordinary shares of £0.10 each
MREF IV Birmingham Limited	MREF IV Birmingham Operations Limited	100 ordinary shares of £1.00 each
MREF III Runnymede Property S.à .r.l	MREF III Runnymede Operations Limited	1 ordinary share of £1.00
Arrow I Limited	Arrow Exeter (Phase 2) Limited	1 ordinary share
Arrow II Limited	Arrow Glasgow Holdings Limited	1,000 ordinary shares of £0.10 each
Arrow IV Limited	Arrow Bowline Limited	86,001 ordinary shares of £1.00 each
Arrow UK Property Holdings Limited	Arrow I	1,870,961 ordinary shares of £1.00 each
Arrow UK Property Holdings Limited	Arrow II	578,656 ordinary shares of £1.00 each
Arrow UK Property Holdings Limited	Arrow IV	86,101 ordinary shares of £1.00 each
Arrow UK Property Holdings Limited	Arrow V	101 ordinary shares of £1.00 each
Arrow Cardiff (Jersey) Limited	Arrow Devco (Exeter) Limited	1 ordinary share of £1.00
Arrow Cardiff (Jersey) Limited	Arrow Exeter Retail Management Limited	1 ordinary share of £1.00
Arrow Cardiff (Jersey) Limited	Arrow Cardiff Management Limited	1 ordinary share of £1.00
Arrow Cardiff (Jersey) Limited	Arrow Devco (Cardiff) Limited	1 ordinary share of £1.00
Arrow Cardiff (Jersey) Limited	Arrow Cardiff Retail Management Limited	1 ordinary share of £1.00
Arrow Cardiff (Jersey) Limited	Arrow Exeter Management Limited	1 ordinary share of £1.00

SCHEDULE 4 : ASSIGNED CONTRACTS

Name of Chargor	Date	Description	Parties
MREF III Runnymede Operations Limited	30 July 2018	Management Agreement in respect of student accommodation at Magna Carta Park, Englefield Green, Runnymede	MREF III Runnymede Operations Limited (1) CRM Students Limited (2)
MREF IV Birmingham Operations Limited	14 September 2018	Accommodation management services and facilities management services contract in respect of Torsion, Birmingham	Homes for students Limited (1) MREF IV Birmingham Operations Limited (2)
Arrow I Limited	1 February 2021	Share purchase agreement relating to Graduation Exeter and Cardiff (Jersey) Limited and Graduation Exeter (Phase 2) Limited	Graduation Student Living Limited (Seller) Arrow I Limited (Buyer)
Arrow I Limited	18 October 2021	Deed of Variation of Contract relating to sale and purchase of Graduation Exeter and Cardiff (Jersey) Limited and Graduation Exeter (Phase 2) Limited	Graduation Student Living Limited (Seller) Arrow I Limited (Buyer)
Arrow I Limited	1 February 2021	Buyer-Side Warranty & Indemnity Policy no. UK00006082BL21A	Arrow I Limited XL Catlin Insurance Company UK Limited
Arrow I Limited	1 February 2021	Excess Warranty & Indemnity Insurance Policy no. MX9000748835	Arrow I Limited XL Catlin Insurance Company UK Limited
Arrow I Limited	1 February 2021	Further Excess Warranty & Indemnity Insurance Policy no. 00-63158221M0	Arrow I Limited XL Catlin Insurance Company UK Limited
Arrow I Limited	1 February 2021	Deed of seller guarantee relating to sale and purchase agreement in respect of Graduation Exeter and Cardiff (Jersey) Limited and Graduation Exeter (Phase 2) Limited	Arrow I Limited (Purchaser) Graduation Student Living Limited (Seller) Mace Limited (Seller Guarantor)
Arrow I Limited	1 February 2021	Deed of purchaser guarantee relating to sale and purchase agreement in respect of Graduation Exeter and Cardiff (Jersey) Limited and Graduation Exeter (Phase 2) Limited	Arrow I Limited (Purchaser) Graduation Student Living Limited (Seller) Ares European Property Enhancement Partners III SCSP (Purchaser Guarantor)

Name of Chargor	Date	Description	Parties
Arrow Exeter Management Limited (10627359)	1 February 2021	Conditional deed of termination relating to the Management Agreement for The Depot, Belgrave Road, Exeter	Arrow Exeter Management Limited CRM Students Limited
Arrow Cardiff Management Limited (10723597)	1 February	Conditional deed of termination relating to the Management Agreement for the West Wing at Glossop Road Cardiff	Arrow Cardiff Management Limited CRM Students Limited
Arrow II Limited	12 March 2021	Share purchase agreement relating to Soller One Holdings Limited	Nicholas Treadaway Nicola Treadaway Malcolm Pearson Thomas Watts Octavus Developments Limited Brian Gorski Tower Pension Trustees Limited as Trustees of Curtis Banks Full Sipp (the Sellers) Arrow II Limited (Buyer)
Arrow II Limited	12 March 2021	Buyer-Side Warranty & Indemnity Policy no. UK00006178BL21A	Arrow II Limited XL Catlin Insurance Company UK Limited
Arrow II Limited	12 March 2021	Excess Warranty & Indemnity Insurance Policy no. MX7000754119	Arrow II Limited XL Catlin Insurance Company UK Limited
Base Glasgow Opco Limited (11008974)	1 March 2021	Conditional deed of termination relating to the Accommodation Management Services and Facilities Agreement Services Contract	Base Glasgow Opco Limited Homes for Students Limited
Arrow IV Limited	11 May 2022	Share purchase agreement for the sale and purchase of the issued shares of MREF IV Birmingham Limited as amended by a deed of amendment dated 6 July 2022	MREF IV "A" Limited Partnership (acting by its general partner MREF IV GP Limited) MREF IV "B" Limited Partnership (acting by its general partner MREF IV GP Limited) MREF IV "PC" Limited Partnership (acting by its

Name of Chargor	Date	Description	Parties
			<p>general partner MREF IV GP Limited)</p> <p>MREF IV "C" SCsp (acting by its general partner MREF IV Lux GP SARL)</p> <p>(the Sellers)</p> <p>Arrow IV Limited (Buyer)</p>
Arrow IV Limited	6 July 2022	Deed of amendment to Share purchase agreement dated 11 May 2022 for the sale and purchase of the issued shares of MREF IV Birmingham Limited	<p>MREF IV "A" Limited Partnership (acting by its general partner MREF IV GP Limited)</p> <p>MREF IV "B" Limited Partnership (acting by its general partner MREF IV GP Limited)</p> <p>MREF IV "PC" Limited Partnership (acting by its general partner MREF IV GP Limited)</p> <p>MREF IV "C" SCsp (acting by its general partner MREF IV Lux GP SARL)</p> <p>(the Sellers)</p> <p>Arrow IV Limited (Buyer)</p>
Arrow IV Limited	11 May 2022	Buyside W&I Policy no. AC1WI22-0700	<p>Arrow IV Limited</p> <p>Acquixnex Limited</p> <p>AXA XL Insurance Company UK Limited</p>
Arrow V Limited	11 May 2022	Share purchase agreement for the sale and purchase of the issued shares of MREF III Runnymede Property S.à.r.l as amended by a deed of amendment dated 12 July 2022	<p>MREF III Student Holdings S.à.r.l (Seller)</p> <p>Arrow V Limited (Buyer)</p> <p>MREF III GP Limited (Seller's Guarantor)</p>
Arrow V Limited	12 July 2022	Deed of amendment relating to share purchase agreement dated 11 May 2022 for the sale and purchase of the issued shares of MREF III Runnymede Property S.à.r.l	<p>MREF III Student Holdings S.à.r.l (Seller), represented by I.L.L. Services S.À R.L. (as Liquidator)</p> <p>Arrow V Limited (Buyer)</p> <p>MREF III GP Limited (Seller's Guarantor)</p>
Arrow V Limited	11 May 2022	Buyside W&I Policy no. AC1WI22-0697	<p>Arrow V Limited</p> <p>Acquixnex Limited</p>

Name of Chargor	Date	Description	Parties
			AXA XL Insurance Company UK Limited
MREF III Runnymede Operations Limited	11 May 2022	Deed of termination of a management agreement dated 30 July 2018	MREF III Runnymede Operations Limited CRM Students Limited
MREF IV Birmingham Operations Limited	11 May 2022	Deed of termination of an accommodation management services and facilities management services contract dated 14 September 2018	MREF IV Birmingham Operations Limited Homes for Students Limited
Arrow I Limited	22 February 2022	Interest Bearing Credit Facility Agreement	Arrow I Limited as Lender Arrow Exeter (Phase 2) Limited (formerly Graduation Exeter (Phase 2) Limited) as Borrower
Arrow Glasgow Holdings Limited	12 March 2021	Interest Bearing Credit Facility Agreement	Arrow II Limited as Lender Arrow Glasgow Holdings Limited (formerly Soller One Holdings Limited) as Borrower
Arrow Glasgow Limited	12 March 2021	Interest Bearing Credit Facility Agreement	Arrow II Limited as Lender Arrow Glasgow Limited (formerly Soller One Limited) as Borrower
Base Glasgow Opco Limited	Signed on 31 January 2022 and effective as of 12 March 2021.	Interest Bearing Credit Facility Agreement	Arrow II Limited as Lender Base Glasgow Opco Limited as Borrower
Arrow Cardiff (Jersey) Limited	22 February 2021	Interest Bearing Credit Facility Agreement	Arrow I Limited as Lender Arrow Cardiff (Jersey) Limited (formerly Graduation Exeter and Cardiff (Jersey) Limited) as Borrower
Arrow Devco (Exeter) Limited	22 February 2021	Interest Bearing Credit Facility Agreement	Arrow I Limited as Lender Arrow Devco (Exeter) Limited (formerly Mace Developments (Exeter) Limited) as Borrower
Arrow UK Property Holdings Limited	On or about the date of this Deed	Interest Bearing Credit Facility Agreement	Arrow Master S.à r.l. as Lender Arrow UK Property Holdings Limited as Borrower

SCHEDULE 5 : BANK ACCOUNTS

Name of Chorgor	Name of Account	Name of Bank	Account Number	Sort Code
Arrow I Structure				
Arrow Cardiff Management Limited	Income Collection Account	Barclays Bank plc (UK)	██████	██████
Arrow Cardiff Management Limited	Opco General Account	Barclays Bank plc (UK)	██████	██████
Arrow Exeter Management Limited	Income Collection Account	Barclays Bank plc (UK)	██████	██████
Arrow Exeter Management Limited	Opco General Account	Barclays Bank plc (UK)	██████	██████
Arrow Exeter (Phase 2) Limited	Debt Service Account	Barclays Bank plc (UK)	██████	██████
Arrow Exeter (Phase 2) Limited	Deposit Account	Barclays Bank plc (UK)	██████	██████
Arrow Exeter (Phase 2) Limited	Debt Disposal Proceeds Account	Barclays Bank plc (UK)	██████	██████
Arrow Exeter (Phase 2) Limited	Cure Account	Barclays Bank plc (UK)	██████	██████
Arrow Exeter (Phase 2) Limited	Borrower Two General Account	Barclays Bank plc (UK)	██████	██████
Arrow Cardiff (Jersey) Ltd	Debt Service Account	Barclays Bank plc (UK)	██████	██████
Arrow Cardiff (Jersey) Ltd	Deposit Account	Barclays Bank plc (UK)	██████	██████
Arrow Cardiff (Jersey) Ltd	Debt Disposal Proceeds Account	Barclays Bank plc (UK)	██████	██████
Arrow Cardiff (Jersey) Ltd	Cure Account	Barclays Bank plc (UK)	██████	██████
Arrow Cardiff (Jersey) Ltd	Borrower One General Account	Barclays Bank plc (UK)	██████	██████
Arrow I Limited	Deposit Account	Barclays Bank plc (UK)	██████	██████
Arrow Devco (Cardiff) Limited	Development Manager General Account	Barclays Bank plc (UK)	██████	██████
Arrow Devco (Exeter) Limited	Development Manager General Account	Barclays Bank plc (UK)	██████	██████

Name of Chargor	Name of Account	Name of Bank	Account Number	Sort Code
Arrow Exeter Retail Management Limited	Opco General Account	Barclays Bank plc (UK)	██████	██████
Arrow Cardiff Retail Management Limited	Opco General Account	Barclays Bank plc (UK)	██████	██████
Arrow II Structure				
Arrow Glasgow Ltd	Debt Service Account	Barclays Bank plc (UK)	██████	██████
Arrow Glasgow Ltd	Deposit Account	Barclays Bank plc (UK)	██████	██████
Arrow Glasgow Ltd	Debt Disposal Proceeds Account	Barclays Bank plc (UK)	██████	██████
Arrow Glasgow Ltd	Cure Account	Barclays Bank plc (UK)	██████	██████
Arrow Glasgow Ltd	General Account	Barclays Bank plc (UK)	██████	██████
Base Glasgow Opco Limited	Income Collection Account	Barclays Bank plc (UK)	██████	██████
Base Glasgow Opco Limited	General Account	Barclays Bank plc (UK)	██████	██████
Arrow II Limited	Deposit Account	Barclays Bank plc (UK)	██████	██████
Arrow UK Property Holdings Structure				
Arrow IV Limited	General Account	Barclays Bank plc (UK)	██████	██████
Arrow V Limited	General Account	Barclays Bank plc (UK)	██████	██████
Arrow UK Property Holdings Ltd.	General Account	Barclays Bank plc (UK)	██████	██████
MREF IV Birmingham Limited	Debt Service Account	Barclays Bank plc (UK)	██████	██████
MREF IV Birmingham Limited	Deposit Account	Barclays Bank plc (UK)	██████	██████
MREF IV Birmingham Limited	Debt Disposal Proceeds Account	Barclays Bank plc (UK)	██████	██████
MREF IV Birmingham Limited	Cure Account	Barclays Bank plc (UK)	██████	██████
MREF IV Birmingham Limited	General Account	Barclays Bank plc (UK)	██████	██████
MREF IV Birmingham Operations Limited	Income Collection Account	Barclays Bank plc (UK)	██████	██████

Name of Chargor	Name of Account	Name of Bank	Account Number	Sort Code
MREF IV Birmingham Operations Limited	General Account	Barclays Bank plc (UK)	██████	██████
Arrow Bowline Ltd	Debt Service Account	Barclays Bank plc (UK)	██████	██████
Arrow Bowline Ltd	Deposit Account	Barclays Bank plc (UK)	██████	██████
Arrow Bowline Ltd	Debt Disposal Proceeds Account	Barclays Bank plc (UK)	██████	██████
Arrow Bowline Ltd	Cure Account	Barclays Bank plc (UK)	██████	██████
Arrow Bowline Ltd	General Account	Barclays Bank plc (UK)	██████	██████
MREF III Runnymede Operations Limited	Income Collection Account	Barclays Bank plc (UK)	██████	██████
MREF III Runnymede Operations Limited	General Account	Barclays Bank plc (UK)	██████	██████

SCHEDULE 6 : PLANT AND MACHINERY

None at the date of this Deed.

SCHEDULE 7 : INTELLECTUAL PROPERTY

None at the date of this Deed.

SCHEDULE 8 : NOTICE TO BANK HOLDING AN ACCOUNT

To: [Account Bank]

Address: [•]

[Date]

Dear Sirs,

This letter constitutes notice to you that under a security agreement dated [•] between [[•] as chargor][each of the companies listed at the end of this notice] and [•] as Security Agent (the "Security Agent") we have charged by way of first fixed charge in favour of the Security Agent (as agent and trustee for the Secured Parties referred to in the Security Agreement) all of our rights in respect of any amount standing to the credit of any account maintained by us with you at any of your branches (the "Account[s]") and the debts represented by those Account[s].

We irrevocably instruct and authorise you to:

- (A) disclose to the Security Agent any information relating to the Account[s] requested from you by the Security Agent;
- (B) comply with the terms of any written notice or instruction relating to the Account[s] received by you from the Security Agent;
- (C) hold all sums standing to the credit of the Account[s] to the order of the Security Agent; and
- (D) pay or release any sum standing to the credit of the Account in accordance with the written instructions of the Security Agent.

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

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

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

This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

Please acknowledge receipt of this notice, and confirm that you will pay all moneys in respect of the Account[s] as directed by or pursuant to this notice, by signing the acknowledgement on the attached copy of this notice and returning that copy to the Security Agent at [•], marked for the attention of [•].

.....

For and on behalf of
[•]
as Chargor

.....
For and on behalf of
[•]
as Chargor

.....
For and on behalf of
[•]
as Chargor

.....
For and on behalf of
[•]
as Chargor

.....
For and on behalf of
[•]
as Chargor

.....
For and on behalf of
[•]
as Chargor

[On duplicate]

We acknowledge receipt of the notice of which this is a copy and confirm that we:

- (A) will accept the instructions contained in the notice and agree to comply with the notice;
- (B) have not received notice of the interest of any third party in the Account[s];
- (C) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Account[s]; and

- (D) will not permit any amount to be withdrawn from the Account[s] without the prior written consent of the Security Agent.

.....

For and on behalf of
[Account Bank]

Date:

SCHEDULE 9 : NOTICE TO COUNTERPARTY TO ASSIGNED CONTRACT

To: [Counterparty]

Address: [•]

[Date]

Dear Sirs,

This letter constitutes notice to you that under a security agreement dated [•] between [[•] as chargor][each of the companies listed at the end of this notice and [•] as Security Agent (the "Security Agent") we have assigned to the Security Agent (as agent and trustee for the Secured Parties referred to in the Security Agreement) all of our present and future right, title and interest in and to [describe agreement] (the "Agreement").

We will remain liable under the Agreement to perform all the obligations assumed by us under the Agreement. 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 Agreement.

We will be entitled to exercise all of its rights, powers and discretions under the Agreement, and you should continue to give notices under the Agreement to us, unless and until you receive written notice from the Security Agent to the contrary that an Event of Default has occurred and is continuing. In this event, all the rights, powers and discretions under the Agreement will be exercisable by, and notices must be given to, the Security Agent or as it directs.

Please note that we have agreed not to amend, waive or vary any provision of or terminate the Agreement without the prior consent of the Security Agent.

We confirm that you may comply with the instructions in this letter without any further permission from us and without enquiry by you as to the justification for or validity of any notice, request or instructions.

This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

Please acknowledge receipt of this notice, and confirm that you will pay all moneys in respect of the Agreement as directed by or pursuant to this notice, by signing the acknowledgement on the attached copy of this notice and returning that copy to the Security Agent at [•], marked for the attention of [•].

.....

For and on behalf of
[•]
as Chargor

.....

For and on behalf of
[•]
as Chargor

.....

For and on behalf of
[•]
as Chargor

.....

For and on behalf of
[•]
as Chargor

.....

For and on behalf of
[•]
as Chargor

.....

For and on behalf of
[•]
as Chargor

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or charge or notice that any other person claims any rights in respect of the Agreement.

.....

For and on behalf of
[Counterparty]

Date:

SCHEDULE 10 : NOTICE TO INSURERS

To: [Insurers]

Address: [•]

[Date]

Dear Sirs

This letter constitutes notice to you that under a security agreement dated [•] between [[•] as chargor][each of the companies listed at the end of this notice] and [•] as Security Agent (the "Security Agent") we have assigned to the Security Agent (as agent and trustee for the Secured Parties referred to in the Security Agreement) all of our present and future right, title and interest in and any contract of insurance taken out with you by or on behalf of us or under which we have a right to claim (the "Insurances").

1. All moneys payable by you to each Chargor in respect of the Insurances other than third party Insurances shall be paid as directed by each Chargor, unless and until you receive written notice from the Lender to the contrary, in which event you should make all future payments as then directed by the Lender.
2. The Chargor(s) will be entitled to exercise all of their rights, powers and discretions under the contracts of Insurance, and you should continue to give notices under the contracts of Insurance to the Chargor(s), unless and until you receive written notice from the Security Agent to the contrary that an Event of Default has occurred and is continuing. In this event, all the rights, powers and discretions under the contracts of Insurance will be exercisable by, and notices must be given to, the Security Agent or as it directs.
3. Subject to any applicable legislation and despite the assignments referred to above, all sums in respect of any claim under any third party Insurance by an insured party shall be paid:
 - (A) directly to the person whose claim(s) constitute(s) the risk or liability insured against, provided that such person has executed a discharge of all claims against each insured party in respect of the risk or liability in relation to which the claim was made; or
 - (B) (despite any policy term to the contrary) to the extent that insurers accept liability to Indemnify the insured party in respect of the claims or liabilities which the insured party has settled directly with the claimant, to the relevant insured party, unless the insured party is us, in which case such sums shall be paid as directed by the Security Agent.
4. This authority and instruction is irrevocable without the prior written consent of the Security Agent.

This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

Please acknowledge receipt of this notice, and confirm that you will pay all moneys in respect of the Insurances as directed by or pursuant to this notice, by signing the acknowledgement on the attached copy of this notice and returning that copy to the Security Agent at [•], marked for the attention of [•].

.....

For and on behalf of
[•]
as Chargor

.....

For and on behalf of
[•]
as Chargor

.....

For and on behalf of
[•]
as Chargor

.....

For and on behalf of
[•]
as Chargor

.....

For and on behalf of
[•]
as Chargor

.....

For and on behalf of
[•]
as Chargor

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or notice that any other person claims any rights in respect of the Insurances.

.....

For and on behalf of
[Insurers]

Date:

SCHEDULE 11 : NOTICE TO TENANTS

To: [Tenant]

[Date]

Dear Sirs,

This letter constitutes notice to you that under a security agreement dated [•] between [[•] as chargor][each of the companies listed at the end of this notice and [•] as Security Agent (the "Security Agent") we have assigned to the Security Agent (as agent and trustee for the Secured Parties referred to in the Security Agreement) all of our present and future right, title and interest in and to [describe lease] (the "Lease Document").

We irrevocably instruct and authorise you to pay any rent payable by you under the Lease Document to our account [with the Security Agent] at [•], Account No. [•], Sort Code [•] (the "Rent Account").

We will remain liable under the Lease Document to perform all the obligations assumed by us under the Lease Document. 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 Document.

We will be entitled to exercise all of its rights, powers and discretions under the Lease Document, and you should continue to give notices under the Lease Document to us, unless and until you receive written notice from the Security Agent to the contrary that an Event of Default has occurred and is continuing. In this event, all the rights, powers and discretions under the Lease Document will be exercisable by, and notices must be given to, the Security Agent or as it directs.

Please note that we have agreed not to amend, waive or vary any provision of or terminate the Lease Document without the prior consent of the Security Agent.

We confirm that you may comply with the instructions in this letter without any further permission from us and without enquiry by you as to the justification for or validity of any notice, request or instructions.

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 notice and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

Please acknowledge receipt of this notice, and confirm that you will pay all moneys in respect of the Insurances as directed by or pursuant to this notice, by signing the acknowledgement on the attached copy of this notice and returning that copy to the Security Agent at [•], marked for the attention of [•].

.....

For and on behalf of
[•]
as Chargor

.....

For and on behalf of
[•]
as Chargor

.....

For and on behalf of
[•]
as Chargor

.....

For and on behalf of
[•]
as Chargor

.....

For and on behalf of
[•]
as Chargor

.....

For and on behalf of
[•]
as Chargor

[On duplicate]

We acknowledge receipt of the notice of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or charge or notice that any other person claims any rights in respect of the Lease Document.

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 each Chargor under or in respect of the Lease Document (as defined in the notice); and
- (B) must pay all rent and all other monies payable by us under the Lease Document into the Rent Account (as defined in the notice); and
- (C) must continue to pay those monies into the Rent Account until we receive your written instructions to the contrary.

.....
For and on behalf of
[Tenant]

Date:

SCHEDULE 12 : FORM OF DEED OF ACCESSION**THIS DEED** is dated [•]

and made

BETWEEN:

- (1) [•] (registered number [•]) (the "Additional Chargor");
- (2) [•] ([for itself and]¹ as agent for each of the [other]² Chargors under and as defined in the Security Agreement referred to below (the "Company"); and
- (3) **CBRE LOAN SERVICES LIMITED** (the "Security Agent" which expression includes its successors and assigns as security agent and security trustee for the Secured Parties).

BACKGROUND:

- (A) The Additional Chargor is a [wholly-owned] Subsidiary of the [•] .
- (B) The [•] has entered into a security agreement dated [•] 20[•] (the "Security Agreement") between the each of the Chargors under and as defined in the Security Agreement and the Security Agent.
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Security Agreement. [The Additional Chargor will also, by execution of a separate instrument, become a party to the [Intercreditor Agreement] as an Obligor.]
- (D) It is intended that this document takes effect as a deed even though a Party may only execute it under hand.

IT IS AGREED as follows:**1. Interpretation****1.1 Definitions**

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed.

1.2 Construction

The other provisions of Clause 1.2 (*Construction*) of the Security Agreement apply to this Deed as if set out in full in this Deed with all necessary changes.

1.3 Designation

This Deed is a Finance Document.

2. Accession

With effect from the date of this Deed, the Additional Chargor:

¹ Delete if the Company is not a Chargor.

² Delete if the Company is not a Chargor.

- (A) will become a party to the Security Agreement as a Chargor;
- (B) will make all of the representations and warranties set out in the Security Agreement which are expressed to be made by a Chargor; and
- (C) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor.

3. **Creation of Security**

3.1 **Security generally**

All the Security created, or expressed to be created, under this Deed:

- (A) is created in favour of the Security Agent;
- (B) is created over the present and future assets of the Additional Chargor;
- (C) is security for the payment of all the Secured Liabilities; and
- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.2 **Land**

- (A) The Additional Chargor charges:
 - (1) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it and all rights under any licence or other agreement or document which gives the Additional Chargor a right to occupy or use that property, including the freehold or leasehold property (if any) specified in Part 1 of the Schedule to this Deed (*Mortgaged Property*); and
 - (2) (to the extent that they are not the subject of a legal mortgage under Clause 3.2(A)(1)) by way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives the Additional Chargor a right to occupy or use that property.
- (B) [The Additional Chargor assigns absolutely to the Security Agent all of its rights and interests in and to each [Lease Document] (including all [Rental Income] and in respect of any guarantee of [Rental Income] contained in or relating to any [Lease Document]).]
- (C) A reference in this Deed to a mortgage or charge of any freehold or leasehold property includes:
 - (1) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it; and
 - (2) the benefit of any covenants for title given or entered into by any predecessor in title of the Additional Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3.3 Investments

- (A) The Additional Chargor charges by way of a first fixed charge all of its rights and interests in the Investments (including any specified in Part 2 of the Schedule to this Deed (*Investments*)).
- (B) A reference in this Deed to any mortgage or charge of any Investments includes:
 - (1) any dividend or interest paid or payable in relation to it;
 - (2) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
 - (3) any right against any clearance system in relation to it; and
 - (4) any right under any custodian or other agreement³ in relation to it.

3.4 Contracts

- (A) The Additional Chargor assigns absolutely to the Lender all of its rights and interests in, to and under all the agreements or documents specified in Part 3 of the Schedule to this Deed (*Assigned Contracts*).
- (B) To the extent that any such right described in Clause 3.4(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.4(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clause[s] 3.4(A) [and Clause 3.4(B)], the Additional Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.

3.5 Bank accounts

The Additional Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any specified in Part 4 of the Schedule to this Deed (*Bank Accounts*)) it has in its name (or to which it is beneficially entitled) with any person and the debt represented by such account.

3.6 Book debts etc.

The Additional Chargor charges by way of a first fixed charge:

- (A) all of its book and other debts;
- (B) all other moneys due and owing to it; and

³ These rights may include the right to have the Investments transferred into the name of the Chargor. If this right is exercised this may give rise to a legal mortgage coming into effect which may not be what was intended. Consider the position carefully.

- (C) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under Clause 3.6(A) and Clause 3.6(B).

3.7 Insurances

- (A) The Additional Chargor assigns absolutely to the Lender:
 - (1) all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest; and
 - (2) all moneys payable and all moneys paid to it under or in respect of all such contracts and policies of insurance;
- (B) To the extent that any such right described in Clause 3.7(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.7(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Additional Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any part of this Clause or are not effectively assigned under Clause 3.7(A) or Clause 3.7(B), the Additional Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.

3.8 Plant and machinery

The Additional Chargor charges by way of a first fixed charge all fixed and moveable plant and machinery owned by it (including any specified in Part 3 of the Schedule to this Deed (*Plant and Machinery*)), its interest in any plant or machinery in its possession and the benefit of all related Authorisations, agreements and warranties.

3.9 Intellectual Property

The Additional Chargor charges by way of first fixed charge all its Intellectual Property including any specified in Part 6 of the Schedule to this Deed (*Intellectual Property*).

3.10 Authorisations

The Additional Chargor charges by way of first fixed charge the benefit of all Authorisations held by it in relation to any Charged Property, together with the right to recover and receive compensation which may be payable to it in respect of any Authorisation.

3.11 Pension fund

The Additional Chargor charges by way of first fixed charge any beneficial interest, claim or entitlement it has in any pension fund.

3.12 Goodwill

The Additional Chargor charges by way of first fixed charge its goodwill.

3.13 Uncalled capital

The Additional Chargor charges by way of first fixed charge its uncalled capital.

3.14 Floating charge

- (A) The Additional Chargor charges by way of first floating charge its undertaking and assets, both present and future not otherwise effectively mortgaged or charged under this Deed.
- (B) The floating charge created by the Additional Chargor pursuant to Clause 3.14(A) is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (C) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Deed and the Security Agent may appoint an administrator to the Additional Chargor pursuant to that paragraph.
- (D) The Security Agent may convert the floating charge created by this Deed over all or any of the Charged Property into a fixed charge by notice to the Additional Chargor specifying the relevant Charged Property (either specifically or generally):
 - (1) Upon the occurrence of an Enforcement Event; and/or
 - (2) if the Security Agent [(acting in good faith)] considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process.
- (E) If:
 - (1) the Additional Chargor takes any step to create any Security in breach of Clause 4.1 (*Negative Pledge*) of the Security Agreement over any of the Charged Property not subject to a mortgage or fixed charge;
 - (2) an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator in respect of the Additional Chargor; or
 - (3) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Charged Property,

the floating charge over the relevant Charged Property shall automatically and immediately be converted into a fixed charge.

4. Restrictions on Dealing

4.1 Negative pledge

The Additional Chargor shall not create or permit to subsist any Security over any Charged Property, nor do anything prohibited by Clause [•] (Negative pledge) of the Facilities Agreement, except as permitted by the Facilities Agreement.

4.2 Disposals

The Additional Chargor shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Charged Property except as permitted by the Facilities Agreement.

5. **Miscellaneous**

With effect from the date of this Deed:

- (A) the Security Agreement and this Deed shall be read and construed together as one deed;
- (B) the Security Agreement shall be read and construed as if the Additional Chargor had been an original party in the capacity of the Chargor (but so that the Security created on this accession will be created on the date of this Deed);
- (C) any reference in the Security Agreement to this Deed and similar phrases shall include this Deed and all references in the Security Agreement to a Schedule to that deed (or any part of it) will include a reference to the Schedule to this Deed (or relevant part of it); and
- (D) the Company, for itself and as agent for each of the other Chargors under the Security Agreement, agrees to all matters provided for in this Deed.

6. **Governing law**

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

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

SCHEDULE TO DEED OF ACCESSION**PART 1: MORTGAGED PROPERTY**

Freehold or Leasehold	Address	Title Number	Land Registry Administrative Area
[•]	[•]	[•]	[•]

PART 3: ASSIGNED CONTRACTS

Date	Description	Parties
[•]	[•]	[•]

PART 4: BANK ACCOUNTS

Name of Bank	Account Number	Sort Code
[•]	[•]	[•]

PART 5: PLANT AND MACHINERY

Description	Serial Number	Location
[•]	[•]	[•]

PART 6: INTELLECTUAL PROPERTY

For patents:

Proprietor	Jurisdiction	Application Number	Patent Number	Expiry Date
[•]	[•]	[•]	[•]	[•]

For registered trade marks:

Proprietor	Jurisdiction	Application Number	TM Number	Mark
[•]	[•]	[•]	[•]	[•]

For registered designs:

Proprietor	Jurisdiction	Application Number	Registered Design Number	Expiry Date
[•]	[•]	[•]	[•]	[•]

For domain names:

Proprietor	Domain Name	Filing Date	Expiry Date
[•]	[•]	[•]	[•]

For copyright, unregistered trade marks and unregistered designs:

[Insert details as appropriate]

EXECUTION PAGE TO DEED OF ACCESSION

The Additional Chargor

EXECUTED as a DEED by)
[•])
acting by)
and)

Director:

Director/Secretary:

[The Company

EXECUTED as a DEED by)
[•] ([for itself and]⁴ as agent)
for each of the [other]⁵ Chargors)
party to the Security Agreement)
referred to in this Deed))
acting by)
and)

Director:

Director/Secretary:]

The Security Agent

CBRE Loan Services Limited

By:

⁴ Delete if the Company is not a Chargor.

⁵ Delete if the Company is not a Chargor.

SCHEDULE 13 : FORM OF SUPPLEMENTAL MORTGAGE**THIS DEED** is dated [•]

and made

BETWEEN:

- (1) [•] (registered number [•]) (the "Chargor"); and
- (2) **CBRE LOAN SERVICES LIMITED** (the "Security Agent" which expression includes its successors and assigns as security agent and security trustee for the Secured Parties).

BACKGROUND:

- (A) The Chargor has entered into a security agreement dated [•] 20[•] (the "Security Agreement") between[, amongst others,] the Chargor and the Security Agent.
- (B) It is intended that this document takes effect as a deed even though a Party may only execute it under hand.

IT IS AGREED as follows:**1. Interpretation****1.1 Definitions**

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed.

1.2 Construction

The other provisions of Clause 1.2 (*Construction*) of the Security Agreement apply to this Deed as if set out in full in this Deed with all necessary changes.

1.3 Designation

This Deed is a Finance Document.

2. Creation of Security**2.1 Security generally**

All the Security created, or expressed to be created, under this Deed:

- (A) is created in favour of the Security Agent;
- (B) is created over the present and future assets of the Chargor;
- (C) is security for the payment of all the Secured Liabilities; and
- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 Land

- (A) The Chargor charges:
- (1) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property, including the freehold or leasehold property (if any) specified in Part 1 of the Schedule to this Deed (*Mortgaged Property*); and
 - (2) (to the extent that they are not the subject of a legal mortgage under Clause 2.2(A)(1)) by way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property.
- (B) The Chargor assigns absolutely to the Security Agent all of its rights and interests in and to each Lease Document (including all Rental Income and in respect of any guarantee of Rental Income contained in or relating to any Lease Document).
- (C) A reference in this Deed to a mortgage or charge of any freehold or leasehold property includes:
- (1) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it; and
 - (2) 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 Contracts

- (A) The Chargor assigns absolutely, subject to the proviso for reassignment contained in Clause 26 (*Release of Security*), to the Security Agent all of its rights in, to and under all the agreements or documents specified in Part 2 of the Schedule to this Deed (*Assigned Contracts*).
- (B) To the extent that any such right described in Clause 2.3(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 2.3(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clauses 2.3(A) and 2.3(B), the Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.

2.4 Insurances

- (A) The Chargor assigns absolutely, subject to the proviso for reassignment contained in Clause 26 (*Release of Security*), to the Security Agent:

- (1) all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest; and
 - (2) all moneys payable and all moneys paid to it under or in respect of all such contracts and policies of insurance.
- (B) To the extent that they are not effectively assigned under Clause 2.4(A), the Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.

3. **Restrictions on Dealing**

3.1 **Negative pledge**

The Chargor shall not create or permit to subsist any Security over any Charged Property, nor do anything prohibited by clause [21.3] (*Negative pledge*) of the Facilities Agreement, except as permitted by the Facilities Agreement or where agreed in writing by the Security Agent.

3.2 **Disposals**

The Chargor shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Charged Property except as permitted by the Facilities Agreement or where agreed in writing by the Security Agent.

4. **Miscellaneous**

With effect from the date of this Deed:

- (A) the Security Agreement and this Deed shall be read and construed together as one deed; and
- (B) any reference in the Security Agreement to this Deed and similar phrases shall include this Deed and all references in the Security Agreement to a Schedule to that Deed (or any part of it) will include a reference to the Schedule to this Deed (or relevant part of it).

5. **Governing law**

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

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

SCHEDULE

PART 1: MORTGAGED PROPERTY

Freehold or Leasehold	Address	Title Number	Land Registry Administrative Area
[•]	[•]	[•]	[•]

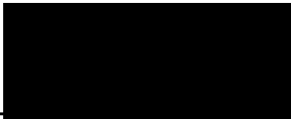
PART 2: ASSIGNED CONTRACTS

Date	Description	Parties
[•]	[•]	[•]

EXECUTION PAGE TO SECURITY AGREEMENT

The Original Chargors

EXECUTED as a DEED)
)
by Arrow Exeter (Phase 2))
Limited)
)
acting by two directors:)



Director




Director

Executed as a deed by **Arrow Cardiff (Jersey) Limited**, a company incorporated in Jersey, acting by

Timothy Luke TROTT, who, in accordance with the laws of that territory, is acting under the authority of the company.

Signature in the name of the company

Arrow Cardiff (Jersey) Limited



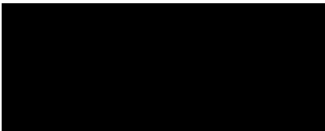
Signature of Authorised signatory

EXECUTED as a DEED
by Arrow Glasgow Limited
acting by two directors:

)
)
)
)
)
)

— 

Director


— 

Director

Executed as a deed by **MREF IV Birmingham Limited**, a company incorporated in Jersey, acting by
Timothy Luke TROTT, who, in accordance with the laws of that territory, is acting under the authority of the company.

Signature in the name of the company

MREF IV Birmingham Limited,



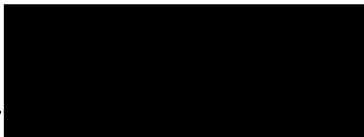
Signature of Authorised signatory

EXECUTED as a DEED
by Arrow Bowline Limited
acting by two directors:

)
)
)
)
)
)

— 

Director

— 

Director

EXECUTED as a DEED by

MREF III Runnymede Property S.à r.l.,

a private limited liability company (société à responsabilité limitée) incorporated in the Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (Registre de Commerce et des Sociétés, Luxembourg) under number B209235, acting by

Damian Pons

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

Signature in the name of the company

MREF III Runnymede Property S.à r.l

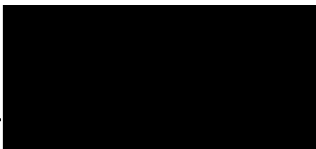


Name: Damian Pons

Title: Manager and Authorised Signatory

EXECUTED as a DEED
by Arrow I Limited
acting by two directors:

)
)
)
)
)
)

— 

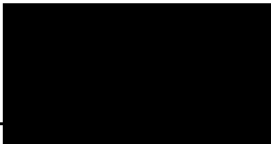
Director

— 


Director

EXECUTED as a DEED
by Arrow II Limited
acting by two directors:

)
)
)
)
)
)
)



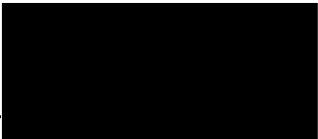
Director



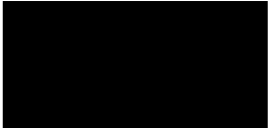
Director

EXECUTED as a DEED
by Arrow IV Limited
acting by two directors:

)
)
)
)
)
)

— 

Director

— 

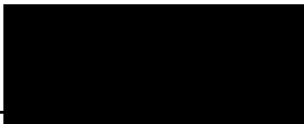
Director

EXECUTED as a DEED
by Arrow V Limited
acting by two directors:

)
)
)
)
)
)



Director

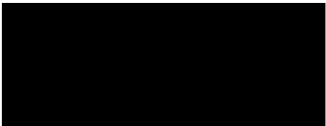


Director

EXECUTED as a DEED)
)
by Arrow UK Property)
Holdings Limited)
)
acting by two directors:)

_____ 

Director

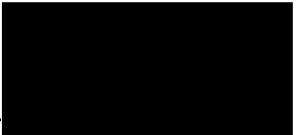
_____ 

Director

EXECUTED as a DEED)
)
by Arrow Exeter Management)
Limited)
)
acting by two directors:)

_____ 

Director

_____ 

Director

EXECUTED as a DEED)
)
by Arrow Cardiff Management)
Limited)
)
acting by two directors:)

— 

Director

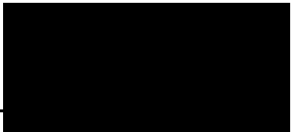
— 

Director

EXECUTED as a DEED)
)
by Base Glasgow Opco)
Limited)
)
acting by two directors:)

_____ 

Director

_____ 

Director

EXECUTED as a DEED)
)
by MREF IV Birmingham)
Operations Limited)
)
acting by two directors:)


Director


Director

EXECUTED as a DEED)
)
by MREF III Runnymede)
Operations Limited)
)
acting by two directors:)


Director

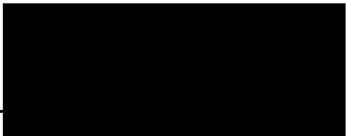

Director

EXECUTED as a DEED)
)
by Arrow Devco (Exeter))
Limited)
)
acting by two directors:)

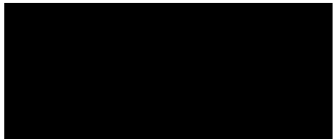

Director


Director

EXECUTED as a DEED)
)
by Arrow Exeter Retail)
Management Limited)
)
acting by two directors:)

— 

Director

— 

Director

EXECUTED as a DEED)
)
by **Arrow Devco (Cardiff)**)
Limited)
)
acting by two directors:)

_____ 

Director

_____ 

Director

EXECUTED as a DEED)
)
by Arrow Cardiff Retail)
Management Limited)
)
acting by two directors:)

— 
Director

— 
Director

EXECUTED as a DEED)
)
by Arrow Glasgow Holdings)
Limited)
)
acting by two directors:)


Director


Director

The Security Agent

CBRE Loan Services Limited

By: