



Registration of a Charge

Company name: **FOLIO TREASURY HOLDINGS LTD**

Company number: **12747758**

Received for Electronic Filing: **07/10/2020**



X9F5285S

Details of Charge

Date of creation: **05/10/2020**

Charge code: **1274 7758 0001**

Persons entitled: **CBRE LOAN SERVICES LIMITED AS OBLIGOR SECURITY TRUSTEE**

Brief description: **ALL RIGHTS, TITLE AND INTEREST IN ANY PRESENT AND FUTURE FREEHOLD OR LEASEHOLD REAL PROPERTY INCLUDING ALL RELATED RIGHTS AND ALL INTELLECTUAL PROPERTY PURSUANT TO CLAUSE 4 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: 12747758

Charge code: 1274 7758 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th October 2020 and created by FOLIO TREASURY HOLDINGS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th October 2020 .

Given at Companies House, Cardiff on 8th October 2020

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

Obligor Deed of Charge

between

The Companies

each an Obligor

and

CBRE Loan Services Limited

as Obligor Security Trustee

This Deed is entered into subject to and with the benefit of the terms of the STID dated on or about the date of this Deed as supplemented, amended, replaced or novated from time to time

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CONTENTS

1.	Interpretation	1
2.	Incorporation of IBFA and STID	5
3.	Covenant to pay	5
4.	Creation of Security	5
5.	Restrictions on dealings.....	10
6.	Land	11
7.	Investments	13
8.	Intellectual Property	15
9.	Restricted Credit Balances	16
10.	Notices of charge.....	16
11.	When Security becomes enforceable	18
12.	Enforcement of Security	18
13.	Receiver	20
14.	Powers of Receiver.....	21
15.	Application of proceeds	23
16.	Expenses and indemnity.....	24
17.	Delegation	24
18.	Further assurances.....	24
19.	Power of attorney	25
20.	Guarantee	25
21.	Limitation	29
22.	Release	29
23.	Immediate recourse and non-competition	30
24.	Further provisions	30
25.	Governing law.....	31
26.	Enforcement	31
	SCHEDULE 1 : Obligors	32

SCHEDULE 2 : Security Assets	33
PART 1 : Real Property.....	33
PART 2 : Security Accounts	57
PART 3 : Investments	58
PART 4 : Specified Contracts.....	59
SCHEDULE 3 : Forms of Notice and Acknowledgement relating to Obligor Transaction Documents	60
PART 1 : Notice to [Specify Relevant Party Under Relevant Obligor Transaction Document]	60
PART 2 : Acknowledgement Relating to Obligor Transaction Documents	61
SCHEDULE 4 : Forms of Notice and Acknowledgement Relating to Lease / Insurance / Other Contracts	62
PART 1 : Notice to [Tenant]/[Insurer]/[Specify Other Party].....	62
PART 2 : Acknowledgement from [Tenant]/[Insurer]/[Specify Other Party]	64
SCHEDULE 5 : Forms of Letter for Security Accounts	65
PART 1 : Notice to Borrower Account Bank	65
PART 2 : Acknowledgement of Borrower Account Bank	67
SCHEDULE 6 : Forms of Notice and Acknowledgement Relating to Beneficial Interest.....	69
PART 1 : Notice of Assignment.....	69
PART 2 : Acknowledgement	70
SCHEDULE 7 : Form of Supplemental Mortgage	71

THIS DEED is dated 5 October 2020 and made

BETWEEN:

- (1) **THE COMPANIES** (together, the "Obligors" and each an "Obligor"), listed in Schedule 1 (*Obligors*); and
- (2) **CBRE LOAN SERVICES LIMITED**, (the "Obligor Security Trustee"), a company incorporated in England and Wales with limited liability (registered number 05469838) as trustee for itself and each of the other Obligor Secured Creditors (as defined in the Master Definitions Agreement, defined below), which expression shall include such company and all other persons for the time being acting as the security trustee under the STID.

BACKGROUND:

- (A) Each Obligor enters into this Deed in connection with the Obligor Transaction Documents.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

IT IS AGREED as follows:

1. **Interpretation**

1.1 **Definitions**

- (A) Unless defined herein, the capitalised terms defined in the master definitions agreement dated on or about the date of this Deed and made between, among others, the Parties (as amended, restated, modified, novated, supplemented and/or replaced from time to time) (the "Master Definitions Agreement" or the "MDA") have the same meaning when used in this Deed. In the event of a conflict between the terms defined in the Master Definitions Agreement and in this Deed, the terms of this Deed shall prevail.

- (B) In addition, in this Deed:

"Act" means the Law of Property Act 1925.

"Beneficial Interest" means the beneficial interest of each Obligor in each Rent Collection Account pursuant to the trust created by the applicable Rent Collection Account Holder pursuant to the applicable Declaration of Trust.

"Declared Default" means an Obligor Event of Default in respect of which an Obligor Enforcement Notice has been served by the Obligor Security Trustee in accordance with the STID.

"Fixtures" means all fixtures and fittings and fixed plant and machinery from time to time situated on or forming part of the Mortgaged Property.

"IBFA" means the Issuer/Borrower Facility Agreement dated on or about the date of this Deed and made between, amongst others, the Borrower, the Issuer and the Obligor Security Trustee.

"Insurances" means all contracts and policies of insurance taken out by or on behalf of an Obligor or (to the extent of such right) under which that Obligor has a right to claim other than contracts and policies relating to:

- (A) motor insurance;
- (B) employer's liability insurance;
- (C) director's and officer's liability insurance;
- (D) pension fund trustee liability insurance; or
- (E) any other third party liability insurance.

"Investments" means:

- (A) the Shares; and
- (B) all other shares, stocks, debentures, bonds, warrants, coupons and other securities and investments (including Authorised Investments).

"Mortgaged Property" means all freehold or leasehold property which each Obligor purports to mortgage or charge under or pursuant to this Deed.

"Party" means a party to this Deed.

"Real Property" means:

- (A) any freehold or leasehold property;
- (B) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold or leasehold property,

including, at the date hereof, as specified in Part 1 (*Real Property*) of Schedule 2 (*Security Assets*).

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

"Related Rights" means, in respect of all or any part of any Mortgaged Property, Security Asset or other asset:

- (A) any proceeds of sale, transfer or other disposal, lease, licence, sub-licence, or agreement for sale, transfer or other disposal, lease, licence or sub-licence, of such Mortgaged Property, Security Asset or other asset;
- (B) any moneys or proceeds paid or payable deriving from, or in relation to, such Mortgaged Property, Security Asset or other asset;
- (C) any rights benefits, claims, guarantees, indemnities, contracts, remedies, Security or covenants for title in relation to such Mortgaged Property, Security Asset or other asset;
- (D) all powers and remedies of enforcement and/or protection;

- (E) all causes and rights of action in respect of any breach and all rights to receive damages or obtain other relief in respect of such Mortgaged Property, Security Asset or other asset; and
- (F) any other assets deriving from, or relating to, such Mortgaged Property, Security Asset or other asset.

"Security Account" means in relation to each Obligor:

- (A) each account as specified in Part 2 (*Security Accounts*) of Schedule 2 (*Security Assets*); and
- (B) any other bank account opened or maintained by any Obligor from time to time.

"Security Assets" means all assets of each Obligor the subject of this Security.

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

"Shares" means in relation to each Obligor:

- (A) any shares specified in Part 3 (*Investments*) of Schedule 2 (*Security Assets*) next to its name; and
- (B) any other shares in any member of the Obligor Group held by an Obligor.

"Specified Contract" means each contract specified in Part 4 (*Specified Contracts*) of Schedule 2 (*Security Assets*).

"Supplemental Mortgage" means a document substantially in the form of Schedule 7 (*Form of Supplemental Mortgage*).

1.2 Construction

- (A) The principles of construction set out in clause 2 (*Principles of Interpretation and Construction*) of the MDA shall, so far as relevant, apply to this Deed.
- (B) Insofar as this Deed relates to the creation of security in favour of the Obligor Security Trustee, this Deed is entered into subject to the STID and to the extent that any provision of this Deed is inconsistent with the STID, the STID will prevail. Without limitation, the provisions of clauses 25 (*Activities of the Obligor Security Trustee*) and clause 26 (*Remuneration and Indemnification of the Obligor Security Trustee*) of the STID shall apply to this Deed. In exercising its rights, powers and discretions under this Deed, the Obligor Security Trustee shall act in accordance with and subject to the provisions of the STID.
- (C) The term "this Deed" means this Deed and any deed executed in accordance with, or expressed to be supplemental to, this Deed.
- (D) The term "Obligor Transaction Document" includes all amendments and supplements including supplements providing for further advances.
- (E) The term "this Security" means any security created by or pursuant to this Deed.

- (F) Any covenant of or undertaking by an Obligor under this Deed remains in force during the Security Period and is given for the benefit of each Obligor Secured Creditor.
- (G) The terms of the other Obligor Transaction Documents and of any side letters between any Parties in relation to any Obligor Transaction Document are incorporated in this Deed to the extent required to give effect thereto and/or to ensure that any purported disposition contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (H) A reference in this Deed to any Mortgaged Property, Security Asset or other asset includes, unless the contrary intention appears, present and future Mortgaged Property, Security Assets and other assets.
- (I) If the Obligor Security Trustee considers that an amount paid to an Obligor Secured Creditor under an Obligor Transaction Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (J) Unless the context otherwise requires, a reference to a Security Asset includes:
- (1) any part of that Security Asset;
 - (2) any proceeds of sale of that Security Asset; and
 - (3) any present and future assets of that type.
- (K) This Deed may be supplemented to provide for the accession of, and the provision of security by, any Obligor not a party hereto that has acceded to the IBFA, the STID and the MDA in accordance with the provisions thereof. To this effect:
- (1) each such acceding Obligor shall execute a supplemental deed whereby it shall on the date thereof become a party hereto as an Obligor and, from the date thereof, this Deed shall be read and construed for all purposes as if it had been an original party hereto as an Obligor (but, for the avoidance of doubt, the Obligor Security created by such acceding Obligor shall be created on the date of such supplemental deed), provided that if such acceding Obligor owns an asset which would not immediately and effectively be charged by the supplemental deed which is of a type which is subject to a first legal mortgage or a first fixed charge under this Deed or the other Obligor Security Documents, such acceding Obligor shall execute and deliver to the Obligor Security Trustee such further or additional Obligor Security Documents in relation to such assets as are necessary and in such form and substance satisfactory to the Obligor Security Trustee; and
 - (2) all notices, acknowledgements, registrations (including registrations at Companies House) or other steps necessary to perfect or protect any Obligor Security created pursuant to any supplemental deed of such acceding Obligor shall be provided or completed as soon as practicable after the date of such supplemental deed and in any event within any applicable time limit and such acceding Obligor shall use reasonable endeavours to procure that any notice, acknowledgement or registration required from any person which is not an Obligor is given, provided or completed as soon as practicable after the date of such supplemental deed.

2. Incorporation of IBFA and STID

- 2.1 This Deed and the rights and obligations of the parties under this Deed are subject to the terms and conditions of the IBFA and the STID and each of the Parties hereto agrees to be bound by the terms of the IBFA and the STID as if they had been set out in full (mutatis mutandis) in this Deed.
- 2.2 If there is any conflict between the provisions of the IBFA and the STID and the provisions of this Deed, the provisions of the IBFA or the STID (as applicable) will prevail.
- 2.3 The provisions of, and obligations of the Parties under, this Deed shall only arise and subsist on and from the Closing Date.

3. Covenant to pay

Each Obligor as primary obligor and not merely as surety or guarantor, covenants with and undertakes to the Obligor Security Trustee (on behalf of itself and the other Obligor Secured Creditors) that it shall duly, unconditionally and punctually pay and discharge to each Obligor Secured Creditor when due all Obligor Secured Liabilities in the manner provided for in the Obligor Transaction Documents or if earlier, under any applicable law or, if the Obligor Transaction Documents do not specify a time for payment, immediately on demand by the Obligor Security Trustee.

4. Creation of Security

4.1 General

(A) All Security:

- (1) is created in favour of the Obligor Security Trustee as trustee for itself and each of the other Obligor Secured Creditors;
- (2) is created over the present and future assets, rights, title and interest of each Obligor;
- (3) is continuing security for the payment or discharge of the Obligor Secured Liabilities and shall remain in full force and effect unless and until discharged, cancelled and released by the Obligor Security Trustee; and
- (4) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

(B) No Obligor is obliged to assign or charge or otherwise secure a contract or any Real Property or any other assets under or pursuant to this Deed where that assignment or charge or other security would contravene a prohibition in a contract or a lease with a third party. If the relevant Obligor (acting reasonably) determines that such contract or any Real Property is material it shall notify the Obligor Security Trustee accordingly. Following any such notification, the relevant Obligor shall use all reasonable endeavours to obtain any consent necessary to enable the assignment or charge or other security.

(C) This Security will secure all amounts which an Obligor may receive, or has received, under any contract or in connection with any Real Property which is not assigned or charged or otherwise secured because such an assignment or charge or other

security would contravene a prohibition in a contract or a lease with a third party but will exclude the contract or Real Property itself.

- (D) The Obligor Security Trustee holds the benefit of this Deed on trust for the Obligor Secured Creditors pursuant to and subject to the provisions of the STID.
- (E) The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (*Security Assets*) does not affect the validity or enforceability of this Security.
- (F) No part of the Security intended to be created pursuant to this Deed will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Obligor Secured Liabilities.
- (G) This Security will be cumulative, in addition to and will not operate so as in any way to limit or affect (or be limited or affected by) the Security Interest constituted by any:
 - (1) deposit which may already have been made or may hereafter be made with the Obligor Security Trustee (in any branch or office whatsoever) of any title deeds or documents (whether relating to the Security Assets or otherwise); or
 - (2) bill, note, guarantee, Security Interest or remedy on any property (whether real or personal) which the Obligor Security Trustee (in whatever branch or office) may now or at any time hereafter hold,

for or in respect of the Obligor Secured Liabilities or any other obligations or any rights, powers and remedies provided by law, to the intent that the Security Interest from time to time constituted under this Deed will not merge with any other Security Interest (whether or not constituted under this Deed).

- (H) This Deed and any other Transaction Obligor Security Document (subject to any applicable laws) shall remain valid and enforceable notwithstanding any change in the name, composition or constitution of the Obligor Security Trustee or any Obligor or any amalgamation or consolidation by the Obligor Security Trustee or any Obligor with any other corporation (whether, in the case of any Obligor, permitted by the Obligor Transaction Documents or not).
- (I) No fixed Security Interest from time to time constituted under this Deed shall extend to any asset situated outside England and Wales to the extent that, and for so long as, any such fixed Security Interest would be invalid or unenforceable under the laws of the jurisdiction in which such asset is situated.

4.2 Land

- (A) Each Obligor charges:
 - (1) by way of a first legal mortgage all Real Property belonging to it; and
 - (2) (to the extent that they are not the subject of a mortgage under Sub-Paragraph (1) above or Clause 6.2 (*Acquisitions*) below by way of first fixed equitable charge all other Real Property now owned by it and all Real Property acquired by it in the future and all Related Rights.
- (B) A reference in this Deed to any freehold or leasehold property includes:

- (1) all buildings, erections, fixtures, fittings (including trade fixtures and fittings) and plant and machinery on that property owned by each Obligor and its interest in any plant or machinery in its possession;
- (2) any licence or agreement for lease relating to that property and any beneficial interest in the proceeds of such licences or agreements or the right to recover such proceeds; and
- (3) the benefit of any covenants for title given or entered into by any predecessor in title of such Obligor in respect of that property and any moneys paid or payable in respect of those covenants.

4.3 Investments

- (A) Each Obligor charges by way of a first fixed charge its interest in all Investments owned by it or held by any nominee on its behalf from time to time and all Related Rights.
- (B) A reference in this Deed to any stock, share, debenture, bond, warrant, coupon or other security or investment includes:
 - (1) any dividend, interest or other distribution 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; and
 - (4) any right under any custodian or other agreement,
 in relation to that stock, share, debenture, bond, warrant, coupon or other security or investment.

4.4 Credit balances

Each Obligor charges by way of first fixed charge all of its rights in respect of any amount standing to the credit of any Security Account, all interest paid or payable in relation to that amount and the debt represented by that amount, together with all Related Rights (including in relation to the person with whom such account is held).

4.5 Book debts

Each Obligor charges by way of a first fixed charge:

- (A) all of its book and other debts owed to it;
- (B) all other moneys due and owing to it (including, without limitation, each Intra-Group Loan); and
- (C) the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any item under Paragraphs (A) and (B) above,

together with all Related Rights.

4.6 Contracts relating to the development or refurbishment of a Property

Each Obligor charges by way of a first fixed charge all building contract(s), professionals' and contractors' appointments, construction warranties and any guarantee, covenant or other document relating to the development or refurbishment of any Property and all Related Rights.

4.7 Insurances

- (A) Each Obligor assigns absolutely, subject to a proviso for reassignment on redemption, all of its Insurances and all Related Rights (including all moneys paid and payable in respect of such Insurances).
- (B) To the extent that they are not effectively assigned under Paragraph (A) above, each Obligor charges by way of first fixed charge all amounts and rights described in Paragraph (A) above.

4.8 Certain contracts

- (A) Except as provided below, to the extent not effectively mortgaged or charged pursuant to Clause 4.2(A), each Obligor assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights, title and interest:
 - (1) in respect of the Obligor Transaction Documents (excluding this Deed and the STID) to which it is a party;
 - (2) under each Lease Document to which it is a party;
 - (3) in respect of all Rental Income and Service Charge to which it is entitled and the right to make demand for and receive the same;
 - (4) under any guarantee of Rental Income and/or Service Charge to which it is entitled contained in or relating to any Lease Document;
 - (5) in respect of all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting that Obligor in respect of any Real Property;
 - (6) under any agreement relating to the purchase of any Real Property by such Obligor;
 - (7) in respect of each Beneficial Interest of that Obligor; and
 - (8) in respect of each Specified Contract to which that Obligor is a party or of which it has the benefit and all proceeds paid or payable to that Obligor thereunder,together, in each case, with all Related Rights.
- (B) To the extent that any right described in Paragraph (A) above is not assignable or capable of assignment, the assignment of that right purported to be effected by Paragraph (A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which such Obligor 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 Subclause of this Clause and are not effectively assigned under Paragraphs (A) or (B) above, such Obligor charges by way of first fixed charge all of its rights under each agreement and document to which it is a party.

4.9 Intellectual property

Each Obligor charges by way of a first fixed charge, all of its rights in respect of any Intellectual Property and all Related Rights.

4.10 Miscellaneous

Each Obligor charges by way of a first fixed charge:

- (A) its goodwill;
- (B) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (C) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in Paragraph (B) above;
- (D) its uncalled capital;
- (E) all rights to recover VAT on any supplies made to it relating to the Security Assets and any sums so recovered; and
- (F) any proceeds of any order of the court made pursuant to sections 238(3), 239(3) or 244 of the Insolvency Act 1986,

together, in each case, with all Related Rights.

4.11 Floating charge

- (A) Each Obligor charges by way of a first ranking (subject to Paragraph (B) below) floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under this Deed or under any other Obligor Security Document (which is a security for the purposes of section 29(2) of the Insolvency Act 1986).
- (B) Except as provided below, the Obligor Security Trustee may by notice to an Obligor convert the floating charge created by such Obligor under this Deed into a fixed charge as regards any of such Obligor's assets specified in that notice, if:
 - (1) a Declared Default has occurred;
 - (2) the Obligor Security Trustee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy;
 - (3) the Obligor Security Trustee considers it desirable to protect the priority of the security; or
 - (4) the Obligors request the Obligor Security Trustee to exercise such powers.

- (C) The floating charge created under this Deed may not be converted into a fixed charge solely by reason of:
 - (1) the obtaining of a moratorium; or
 - (2) anything done with a view to obtaining a moratorium, under section 1A of the Insolvency Act 1986.
- (D) Except as provided below, the floating charge created under this Deed will (in addition to the circumstances under which the same will occur under general law) automatically convert into a fixed charge over all of each Obligor's assets if:
 - (1) an administrator is appointed or the Obligor Security Trustee receives notice of an intention to appoint an administrator;
 - (2) other than the Security created pursuant to this Deed, the Obligor creates or attempts to create any Security over any of the Security Assets other than pursuant to any Permitted Security Interest;
 - (3) any person levies or attempts to levy any distress, execution or other process against any of the Security Assets;
 - (4) a meeting is convened for the passing of a resolution for, or a petition is presented for, or an order is made for the winding-up, dissolution, administration or re-organisation of the Obligor;
 - (5) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Obligor or files such a notice with the court; or
 - (6) a Receiver is appointed over all of any of the Security Assets, or any analogous procedure or step is taken in any jurisdiction.
- (E) Each floating charge created under this Deed is a qualifying floating charge for the purpose of Paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (F) The giving by the Obligor Security Trustee of a notice under Paragraph 4.11(B) above in relation to any asset of an Obligor will not be construed as a waiver or abandonment of the Obligor Security Trustee's rights to give any other notice in respect of any other asset or of any other right of any other Obligor Secured Creditor under this Deed or any other Obligor Transaction Document.

5. **Restrictions on dealings**

No Obligor may:

- (A) create or permit to subsist any Security Interest on any Mortgaged Property, Security Asset or other asset; or
- (B) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

except as expressly permitted under or required by the IBFA or any other Obligor Transaction Document.

6. Land

6.1 Title

- (A) To the best of an Obligor's knowledge (having made all reasonable enquiries), all written factual information supplied by or on behalf of that Obligor to any Obligor Secured Creditor in connection with this Deed and the transactions contemplated by this Deed was true, complete and accurate in all material respects and not misleading in any material respect in each case at the time it was so supplied or as otherwise specified therein and all written information compiled by a third party, to the extent it is based on information supplied by an Obligor, which is provided to the Obligor Secured Creditors in connection with this Deed was true, complete and accurate in all material respects and not misleading in any material respect in each case at the time it was so supplied or as otherwise specified therein.
- (B) All estimates, forecasts and projections provided by or on behalf of an Obligor to any Obligor Secured Creditor or any Report Provider and all assumptions and presumptions upon which such estimates, forecasts and projections were made, were fair and reasonable at the time they were made, and fairly represent the views of that Obligor formed in good faith as at the time so provided or otherwise so specified to have been made.
- (C) Nothing has occurred since the date the information referred to in this Clause 6.1 is specified to be prepared which renders the information contained therein untrue, incomplete, inaccurate or misleading in any material respect as at the time it was so supplied.
- (D) The copies of Leases provided pursuant to paragraph 3 of part 1 (*Initial Conditions Precedent*) and paragraph 4 of part 3 (*Condition Precedent required to be delivered for an Incoming Property*) of schedule 13 (*Conditions Precedent*) to the IBFA are true, complete and accurate as at the Closing Date or the date that the relevant Incoming Property becomes a Property (as applicable).

6.2 Acquisitions

If an Obligor acquires any Real Property after the date of this Deed in accordance with paragraph 17 (*Acquisitions*) of part 3 (*Property Covenants*) schedule 5 (*Covenants*) to the IBFA it must:

- (A) promptly notify the Obligor Security Trustee;
- (B) as soon as reasonably practicable after such acquisition and at the cost of such Obligor, execute and deliver to the Obligor Security Trustee a Supplemental Mortgage in favour of the Obligor Security Trustee of that property;
- (C) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of the creation of this Security Interest;
- (D) if applicable, ensure that this Security Interest is correctly registered in the Register of Title against that title at the Land Registry.

6.3 Notices

Each Obligor must, as soon as reasonably practicable after becoming aware of the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority with respect to the Mortgaged Property (or any part of it) which would or would be reasonably likely to have a Material Adverse Effect deliver a copy thereof to the Obligor Security Trustee (unless such Obligor is aware that the same has been provided by another Obligor).

6.4 Deposit of title deeds

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

6.5 The Land Registry

- (A) Each Obligor consents to a restriction in the following terms being entered into on the Register of Title relating to any of its Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] 2020 in favour of [•] referred to in the charges register or their conveyancer or without a certificate signed by the applicant for registration or their conveyancer that the provisions of the charge dated [•] 2020 in favour of [•] referred to in the charges register have been complied with or that they do not apply to the disposition (Standard Form P)".

- (B) Each Obligor shall submit promptly an application to the Chief Land Registrar to note the obligation to make further advances under the Obligor Transaction Documents on the Register of Title relating to any Mortgaged Property registered at the Land Registry.

6.6 Investigation of title

Each Obligor must grant the Obligor Security Trustee or its lawyers on request all facilities within the legal power of such Obligor to enable the Obligor Security Trustee or its lawyers (at the expense of such Obligor) after this Security has become enforceable to:

- (A) carry out investigations of title to its Mortgaged Property; and
- (B) make such enquiries in relation to any part of its Mortgaged Property as a prudent mortgagee might carry out.

6.7 Power to remedy

If an Obligor fails to perform in any material respect any covenant or stipulation or any term of this Deed affecting its Mortgaged Property, such Obligor must allow the Obligor Security Trustee or its agents and contractors:

- (A) to enter any part of its Mortgaged Property, save that the Obligor Security Trustee, its agents and contractors shall at all times comply with all applicable laws, rules and

regulations governing such access, and that compliance with these rules and regulations (and any resulting restriction on the access of the Obligor Security Trustee or its agents and contractors) shall not be deemed a failure on the part of such Obligor to comply with the provisions of this Deed;

- (B) to comply with or object to any notice served on such Obligor in respect of its Mortgaged Property; and
- (C) to take any action as the Obligor Security Trustee may consider necessary or desirable to prevent or remedy any breach of any such covenant, stipulation or term or to comply with or object to any such notice.

The Obligor must promptly on request by the Obligor Security Trustee reimburse (or procure the reimbursement of) the costs and expenses of the Obligor Security Trustee or its agents and contractors incurred in connection with any action taken by it under this Subclause.

6.8 Access

If an Obligor Event of Default is continuing or the Obligor Security Trustee suspects an Obligor Event of Default is continuing, each Obligor must permit the Obligor Security Trustee and/or accountants or other professional advisers and contractors of the Obligor Security Trustee free access at all reasonable times and on reasonable notice at the risk and cost of each Obligor to enter any part of its Mortgaged Property and view the state of it, save that the Obligor Security Trustee and/or accountants or other professional advisers and contractors of the Obligor Security Trustee shall at all times comply with all applicable laws, rules and regulations governing such access, and that compliance with these rules and regulations (and any resulting restriction on the access of the Obligor Security Trustee and/or accountants or other professional advisers and contractors of the Obligor Security Trustee) shall not be deemed a failure on the part of an Obligor to comply with the provisions of this Deed.

7. Investments

7.1 Investments

Each Obligor represents and warrants to each Obligor Secured Creditor that it is the sole legal and beneficial owner of its Investments free from any claims, third party rights or competing interests other than as permitted under the IBFA or any other Obligor Transaction Document.

7.2 Deposit

Each Obligor must:

- (A) on the date of this Deed, deposit with the Obligor Security Trustee, or as the Obligor Security Trustee may direct, all certificates and other documents of title or evidence of ownership in relation to any of its Shares and stock transfer forms (executed with the transferee left blank) in relation to such Shares;
- (B) promptly following the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares, notify the Obligor Security Trustee of that occurrence and deposit with the Obligor Security Trustee all certificates and other documents of title representing such items and, where applicable, stock transfer forms (executed with the transferee left blank) in relation to the same as the Obligor Security Trustee may request; and

- (C) promptly take any action and execute and deliver to the Obligor Security Trustee any share transfers and other documents which may reasonably be requested by the Obligor Security Trustee in order to enable the Obligor Security Trustee or its nominees to be registered as the owner or otherwise obtain a legal title to any of its Investments, including after this Security has become enforceable, procuring that those share transfers are registered by the company in which the Investments are held and that share certificates in the name of the transferee are delivered to the Obligor Security Trustee.

7.3 Other obligations in respect of Investments

- (A) Each Obligor must comply (where such compliance is mandatory thereunder and in respect thereof) with all requests for information which is within its knowledge which are made under any applicable law or regulation or by any listing or other authority relating to any of its Investments, and shall copy the Obligor Security Trustee where such request has a Material Adverse Effect.
- (B) Each Obligor must comply with all other conditions and obligations assumed by it in respect of any of its Investments where failure to do so would have a Material Adverse Effect.
- (C) No Obligor Secured Creditor will be required in any manner to:
 - (1) perform or fulfil any obligation of an Obligor;
 - (2) make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or an Obligor; or
 - (3) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,in respect of any Investment.

7.4 Voting rights

- (A) Before this Security becomes enforceable, each Obligor may continue to exercise the voting rights, powers and other rights in respect of its Investments, provided that no Obligor shall exercise such voting rights, powers or other rights in any manner which is materially prejudicial to the Obligor Secured Creditors.
- (B) After this Security has become enforceable, the Obligor Security Trustee or its nominee may exercise or refrain from exercising:
 - (1) any voting rights;
 - (2) any rights relating to the participation in a rights issue;
 - (3) any rights relating to the election to receive dividends other than in the form of cash;
 - (4) any rights relating to any members' voluntary winding-up or compromise or arrangement pursuant to part 26 of the Companies Act 2006; and

- (5) any other powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise,

in each case, in the name of an Obligor, the registered holder or otherwise and without any further consent or authority on the part of such Obligor and irrespective of any direction given by such Obligor.

- (C) The Obligor Security Trustee may, at any time in its absolute discretion and without any consent or authority from the Obligor Secured Creditors or the relevant Obligor, by notice to the Obligor Secured Creditors and the relevant Obligor (which notice shall be irrevocable) elect to give up the right to exercise (or refrain from exercising) all voting rights in respect of any Shares specified in such notice conferred or to be conferred on the Obligor Security Trustee pursuant to this Deed.
- (D) Once a notice has been issued by the Obligor Security Trustee under Paragraph (C) above, on and from the date of such notice the Obligor Security Trustee shall cease to have the rights to exercise or refrain from exercising voting rights in respect of the Shares conferred or to be conferred on it pursuant to this Deed and all such rights will be exercisable by the relevant Obligor.
- (E) If and to the extent that the Shares or any other Investments remain registered in the names of an Obligor, such Obligor irrevocably appoints the Obligor Security Trustee 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.
- (F) Each Obligor must indemnify the Obligor Security Trustee (or procure that the Obligor Security Trustee is indemnified) against any loss or liability incurred by the Obligor Security Trustee as a consequence of the Obligor Security Trustee acting in respect of such Obligor's Investments on the direction of such Obligor.

8. **Intellectual Property**

8.1 Each Obligor must:

- (A) make such registrations and pay such fees, registration taxes and similar amounts as are necessary to keep its Intellectual Property in force;
- (B) take all other steps which are reasonably practicable to maintain and preserve its interests in its Intellectual Property;
- (C) if requested to do so by the Obligor Security Trustee, make entries in any public register of its Intellectual Property which either record the existence of this Deed or the restrictions on disposal imposed by this Deed; and
- (D) take such steps as are necessary (including the institution of legal proceedings) to prevent third parties infringing Intellectual Property.

8.2 Each Obligor must ensure that, except with the prior consent of the Obligor Security Trustee, none of its Intellectual Property which is registered is abandoned or cancelled, lapses or is liable to any claim of abandonment for non-use or otherwise.

9. Restricted Credit Balances

9.1 Obligor Account Bank

Each Security Account must be maintained with the Borrower Account Bank.

9.2 Withdrawals

After this Security has become enforceable, the Obligor Security Trustee (or a Receiver) may withdraw amounts standing to the credit of any Security Account to meet amounts due and payable by an Obligor whether under the Obligor Transaction Documents or otherwise.

9.3 Change of Borrower Account Bank

- (A) The Borrower Account Bank may be changed to another institution in accordance with the terms of the Borrower Account Bank Agreement.
- (B) If there is a change of Borrower Account Bank, the net amount (if any) standing to the credit of the Security Accounts maintained with the old Borrower Account Bank will be transferred by the Borrower to the corresponding Security Accounts maintained with the new Borrower Account Bank immediately upon the appointment taking effect.
- (C) The Borrower must comply with the requirements of Clause 10.3 (*Notices to Borrower Account Bank*) below in respect of any such new Borrower Account Bank.

9.4 Set-off

Subject to the applicable Borrower Payment Priorities, the Obligor Security Trustee may, at any time following the giving of an Obligor Enforcement Notice, without prior notice to any Obligor, set-off or apply any part of the Security Accounts and the debts represented thereby in or towards satisfaction of all or any part of the Obligor Secured Liabilities whether or not such Obligor Secured Liabilities are due and payable.

10. Notices of charge

10.1 Notices to tenants

Each Obligor must:

- (A) after this Security has become enforceable, promptly serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (*Forms of Notice and Acknowledgment relating to Lease/Insurance/Other Contracts*), on each Superior Landlord and tenant of the Real Properties situated in England and Wales as the Obligor Security Trustee may so request; and
- (B) use its reasonable endeavours to ensure that each such Superior Landlord or tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Notice and Acknowledgment relating to Lease/Insurance/Other Contracts*).

10.2 Notices to insurers

Each Obligor must:

- (A) after this Security has become enforceable, promptly serve a notice of assignment substantially in the form of Part 1 of Schedule 4 (*Forms of Notice and Acknowledgment relating to Insurance/Leases/Other Contracts*), on each insurer under the Insurance Policies; and
- (B) use its reasonable endeavours to ensure that each such insurer acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Notice and Acknowledgment relating to Insurance/Leases/Other Contracts*).

10.3 Notices to Borrower Account Bank

The Borrower must:

- (A) promptly serve a notice of charge in relation to the Security Accounts, substantially in the form of Part 1 of Schedule 5 (*Forms of Letter for Security Accounts*) on the Borrower Account Bank and any replacement thereof not a party to the STID; and
- (B) use its reasonable endeavours to procure that the Borrower Account Bank or such replacement thereof acknowledges such notice, substantially in the form of Part 2 of Schedule 5 (*Forms of Letter for Security Accounts*).

10.4 Notices under Obligor Transaction Documents (except if already given under the STID)

Each Obligor must:

- (A) after this Security has become enforceable, promptly notify each counterparty to the Obligor Transaction Documents assigned in terms of Clause 4.8(A) that is not a party to the STID of such assignment by promptly serving a notice of charge substantially in the form of Part 1 of Schedule 3 (*Forms of Notice and Acknowledgment relating to Obligor Transaction Documents*); and
- (B) use its reasonable endeavours to procure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (*Forms of Notice and Acknowledgment relating to Obligor Transaction Documents*).

10.5 Other notices

Each relevant Obligor must:

- (A) after this Security has become enforceable, promptly notify:
 - (1) each counterparty to any Specified Contract assigned in terms of Clause 4.8(A) of such assignment substantially in the form of Part 1 of Schedule 4 (*Forms of Notice and Acknowledgment relating to Leases/Insurance/Other Contracts*);
 - (2) the trustee of the assets and rights to which a Beneficial Interest relates of the assignment of each Specified Contract under Clause 4.8(A) substantially in the form of Part 1 of Schedule 6 (*Forms of Notice and Acknowledgment relating to Beneficial Interest*); and
- (B) use its reasonable endeavours to procure that:

- (1) in relation to clause 10.5(A)(1) above, such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Notice and Acknowledgment relating to Leases/Insurance/Other Contracts*); and
- (2) in relation to clause 10.5(A)(2) above, such trustee acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (*Forms of Notice and Acknowledgment relating to Beneficial Interest*).

11. When Security becomes enforceable

11.1 Declared Default

The Security constituted hereby and pursuant hereto in favour of the Obligor Security Trustee will become immediately enforceable following a Declared Default.

11.2 Discretion

After this Security has become enforceable, the Obligor Security Trustee may in its absolute discretion enforce all or any part of such security in such manner as it sees fit, acting in accordance with the terms of the STID.

12. Enforcement of Security

12.1 General

- (A) The power of sale and any other power conferred on a mortgagee by law (including under section 101 of the Act as varied or amended by this Deed arises and is deemed exercisable on the date of this Deed, but may only be exercised after this Security has become enforceable.
- (B) For the purposes of all powers implied by law, the Obligor Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (C) Any restriction imposed by law on the power of sale (including under section 103 of the Act or the right of a mortgagee to consolidate mortgages (including under section 93 of the Act) does not apply to this Security.
- (D) Any powers of leasing conferred on the Obligor Security Trustee by law are extended so as to authorise the Obligor Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Obligor Security Trustee may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Act).

12.2 No liability as mortgagee in possession

- (A) Neither the Obligor Security Trustee nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.
- (B) Each of the Obligor Security Trustee, the other Obligor Secured Creditors and any Receiver will not take any action (other than, in the case of the other Obligor Secured Creditors, with the Obligor Security Trustee's prior written consent) which would be likely to lead to the Obligor Security Trustee or the other Obligor Secured Creditors

becoming a mortgagee in possession in respect of any Mortgaged Property or Security Asset.

12.3 Privileges

Each Receiver and the Obligor Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by law (including the Act) on mortgagees and receivers duly appointed under any law (including the Act), except that Section 103 of the Act does not apply.

12.4 Protection of third parties

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

- (A) whether the Obligor Secured Liabilities have become payable;
- (B) whether any power which the Obligor Security Trustee or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (C) whether any money remains due under the Obligor Transaction Documents; or
- (D) how any money paid to the Obligor Security Trustee or to that Receiver is to be applied,

and the protections afforded to purchasers from a mortgagee by Section 104 and 107 of the Act and to persons dealing with an administrative receiver or a receiver by Section 42(3) and 55(4) of the Insolvency Act 1986 will apply.

12.5 Redemption of prior mortgages

- (A) At any time after this Security has become enforceable, the Obligor Security Trustee may redeem any prior Security against any Security Asset; and/or
 - (1) procure the transfer of that Security to itself; and/or
 - (2) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Obligor.
- (B) Each Obligor must reimburse the Obligor Security Trustee, immediately on demand, for the costs and expenses incurred by the Obligor Security Trustee in connection with any such redemption and/or transfer, including the payment of any principal or interest.

12.6 Contingencies

If this Security is enforced at a time when no amount is due under the Obligor Transaction Documents but at a time when amounts may or will become due, the Obligor Security Trustee or any Receiver may pay the proceeds of any recoveries effected by it into such number of suspense accounts as it considers appropriate, pending their application from time to time at the Obligor Security Trustee's discretion in accordance with Clause 15 (*Application of proceeds*).

13. Receiver

13.1 Appointment of Receiver

- (A) Except as provided below, the Obligor Security Trustee may appoint any one or more persons to be a Receiver of all or any part of the Security Assets:
 - (1) if this Security has become enforceable;
 - (2) if an Obligor so requests the Obligor Security Trustee in writing at any time, or
 - (3) pursuant to clause 18.4 (*Appointment of an Administrative Receiver*) of the STID.
- (B) Any appointment under Paragraph (A) above may be by deed, under seal or in writing under its hand.
- (C) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (D) The Obligor Security Trustee is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- (E) The Obligor Security Trustee may not appoint an administrative receiver (as defined in section 251 of the Insolvency Act 1986) over the Security Assets if the Obligor Security Trustee is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies
- (F) No delay or waiver of the right to exercise the power to appoint a Receiver shall prejudice the future exercise of such power.
- (G) The power of appointing a Receiver shall be in addition to all statutory and other powers of appointment of the Obligor Security Trustee under the Act (as extended by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Obligor Security Trustee.

13.2 Removal

The Obligor Security Trustee may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver and so far as it is lawfully able to do so) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated. The Obligor Security Trustee may apply to the court for an order removing an administrative receiver.

13.3 Remuneration

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

13.4 Agent of the Obligors

- (A) A Receiver will be deemed to be the agent of each Obligor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Obligor is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (B) No Obligor Secured Creditor will incur any liability (either to an Obligor or to any other person) by reason of the appointment of a Receiver or for any other reason.

13.5 Relationship with Obligor Security Trustee

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

13.6 Sections 109(6) and (8) of the Act

Sections 109(6) and (8) of the Act (relating to application of monies received by a receiver) shall not apply in relation to any Receiver.

14. Powers of Receiver

14.1 General

- (A) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law, which includes:
 - (1) in the case of an Administrative Receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (2) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (B) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

14.2 Possession

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

14.3 Carry on business

A Receiver may carry on and/or manage and/or concur in managing any business of an Obligor in any manner he thinks fit.

14.4 Employees

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

(B) A Receiver may discharge any person appointed by an Obligor.

14.5 Borrow money

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

14.6 Sale of assets

(A) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he 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 landlord's fixtures) may be severed and sold separately from the property containing them without the consent of any Obligor.

14.7 Leases

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

14.8 Compromise

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

14.9 Legal actions

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

14.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset. Such receipt shall be conclusive evidence of the relevant disposal or other transaction.

14.11 Subsidiaries

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

14.12 Delegation

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

14.13 Lending

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

14.14 Protection of assets

A Receiver may:

- (A) effect any repair or insurance and do any other act which an Obligor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (B) commence and/or complete any building operation; and
- (C) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit.

14.15 Payment of expenses

A Receiver may pay and discharge, out of the profits and income of the Mortgaged Property and Security Assets and any monies made by it in carrying on the business of any Obligor, the expenses incurred by it in connection with the carrying on and management of that business or in the exercise of any of the powers conferred by this Clause or otherwise in respect of the Mortgaged Property and Security Assets and all other expenses which it shall think fit to pay and will apply the residue of those profits and income in accordance with the terms of this Deed.

14.16 Other powers

A Receiver may:

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

15. Application of proceeds

Unless otherwise determined by the Obligor Security Trustee or a Receiver, any moneys received by the Obligor Security Trustee or that Receiver after this Security has become enforceable must be applied by the Obligor Security Trustee in the following order of priority:

- (A) in or towards payment of or provision for all costs and expenses incurred by the Obligor Security Trustee or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed;
- (B) in or towards payment of or provision for the Obligor Secured Liabilities, in accordance with the Borrower Payment Priorities (to the extent applicable); and

(C) in payment of the surplus (if any) to the Obligor or other person entitled to it.

This Clause is subject to the payment of any claims having priority over this Security and to the terms of the STID. This Clause does not prejudice the right of any Obligor Secured Creditor to recover any shortfall from any Obligor.

16. Expenses and indemnity

16.1 Without prejudice to any provisions of the STID relating to the indemnification of the Obligor Security Trustee or the reimbursement of Liabilities of the Obligor Security Trustee, each Obligor must:

(A) on demand reimburse (or procure the reimbursement of) all costs and expenses (including legal fees) (but not any Excluded Tax) incurred in connection with this Deed by any Obligor Secured Creditor, Receiver, attorney, manager, agent or other person appointed by the Obligor Security Trustee under this Deed including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and

(B) keep each of them (or procure that each of them is kept) indemnified against any failure or delay in paying those costs and expenses.

16.2 Clause 9.6 (VAT) of the IBFA shall apply to this Deed, where applicable, and shall be binding on the parties to this Deed as if set out in full in this Deed. If a provision of this Deed relating to VAT is inconsistent with the provisions of clause 9.6 (VAT) of the IBFA, the provisions of clause 9.6 (VAT) of the IBFA shall prevail.

17. Delegation

17.1 Power of Attorney

The Obligor Security Trustee 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.

17.2 Terms

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

17.3 Liability

Neither the Obligor Security Trustee nor any Receiver will be in any way liable or responsible to any Obligor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate duly authorised and permitted in accordance with the terms hereof.

18. Further assurances

(A) Subject to the terms hereof each Obligor must, at its own expense, take whatever action the Obligor Security Trustee or a Receiver may require for:

(1) creating, perfecting or protecting any security intended to be created by or pursuant to this Deed;

- (2) facilitating the realisation of any Security Asset if this Security becomes enforceable, or the exercise of any right, power or discretion exercisable, by the Obligor Security Trustee or any Receiver or any of its delegates or sub-delegates duly authorised and permitted in accordance with the terms hereof in respect of any Security Asset.

(B) This includes:

- (1) the re-execution of this Deed;
- (2) the execution of any legal mortgage, charge, transfer, conveyance, assignment, or assurance of any property, whether to the Obligor Security Trustee or to its nominee; and
- (3) the giving of any notice, order or direction and the making of any filing or registration,

for the purposes set out in Paragraphs (A)(1) and (A)(2) above which, in each such case, the Obligor Security Trustee may think expedient.

19. **Power of attorney**

19.1 Each Obligor, by way of security, irrevocably and severally appoints the Obligor Security Trustee, each Receiver and any of its delegates or sub-delegates duly authorised and permitted in accordance with the terms hereof to be its attorney to take any action which:

- (A) is necessary to deliver and perfect any Security Interest created under this Deed or any other Transaction Obligor Security Document;
- (B) the attorney considers such Obligor is obliged to take under this Deed or any other Transaction Obligor Transaction Document; or
- (C) enables the Obligor Security Trustee and any Receiver to exercise (or delegate the exercise of) any rights, powers and authorities conferred on them by or pursuant to this Deed (including, after the delivery of an Obligor Enforcement Notice, the exercise of any right of a legal and beneficial owner of a Security Asset).

Each Obligor ratifies and confirms and undertakes to ratify and confirm whatever any attorney does or purports to do under its appointment under this Clause.

20. **Guarantee**

20.1 **Guarantee and Indemnity**

Each Obligor jointly and severally and irrevocably and unconditionally until such time as such Obligor's obligations in respect of the Obligor Secured Liabilities have been discharged in full:

- (A) guarantees to the Obligor Security Trustee (for itself and for and on behalf of the Obligor Secured Creditors) as a continuing guarantee the punctual performance and observance by each of the other Obligors of all the Obligor Secured Liabilities;
- (B) undertakes to the Obligor Security Trustee (for itself and for and on behalf of the Obligor Secured Creditors) that, whenever any Obligor does not pay any amount when due under or pursuant to any Obligor Transaction Document, that Obligor must

immediately on demand by the Obligor Security Trustee pay that amount as if it were the principal obligor; and

- (C) indemnifies and undertakes to indemnify the Obligor Security Trustee (for itself and for and on behalf of the Obligor Secured Creditors) immediately on demand against any loss or liability (other than any Excluded Tax) suffered by the Obligor Security Trustee or any Obligor Secured Creditor if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal or ineffective. The amount of the loss or liability under this indemnity will not exceed the amount the Obligor Security Trustee or that Obligor Secured Creditor would otherwise have been entitled to recover if the amount claimed had been recoverable on the basis of the guarantee in Clause 20.1(A) above.

20.2 New Accounts

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

20.3 Time deposits

- (A) Without prejudice to any right of set-off any Obligor Secured Creditor may have under any Obligor Transaction Document or otherwise, if any time deposit matures on any account an Obligor has with any Obligor Secured Creditor within the Security Period when:
 - (1) this Security has become enforceable; and
 - (2) no Obligor Secured Liability is due and payable,that time deposit will automatically be renewed for any further maturity which that Obligor Secured Creditor considers appropriate.
- (B) Except with the Obligor Security Trustee's prior consent, the Security Accounts will be maintained on terms that the deposits standing to the credit thereof shall mature on the earlier of the day on which the Security Period expires or the day on which an Obligor Enforcement Notice has been given so that, on and after such date, the Obligor Security Trustee may, on behalf of any Obligor Secured Creditor, exercise any such rights of set-off, combination or consolidation in relation to the Security Accounts.

20.4 Notice of assignment

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

20.5 Financial collateral

- (A) To the extent that any of the Security Assets mortgaged or charged under this Deed constitute "financial collateral" and this Deed and the obligations of each Obligor under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) the Obligor Security Trustee shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Obligor Secured Liabilities.
- (B) For the purpose of Paragraph (A) above, the value of the financial collateral appropriated shall be such amount as the Obligor Security Trustee determines to be the market value having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it (acting reasonably).

20.6 Waiver of Defence

- (A) The obligations assumed, and the security created by, each Obligor under this Deed (including, without limitation, pursuant to Clause 20.1 (*Guarantee and Indemnity*)) will not be affected by any act, omission, circumstance, matter or thing which but for this Clause 20.6 would release or otherwise exonerate it from any of its obligations under this Deed in whole or in part, including, and whether or not known to any other Obligor, any Obligor Secured Creditor, the Obligor Security Trustee or any other person whatsoever:
 - (1) any time, indulgence, consent or waiver granted to or composition with any other Obligor or any other person;
 - (2) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor;
 - (3) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect or take up or enforce any rights or remedies against any security or any other Obligor or any other person or any non-presentment or non-observance of any formality or other requirements in respect of any instruments or any failure to obtain the full value of any security;
 - (4) any legal limitation, disability, incapacity, lack of power, authority or legal personality of, or dissolution or change in the members or partners or status or constitution of, or other circumstance relating to any other Obligor or any other person;
 - (5) any variation (however fundamental and whether or not involving any increase the liability of any Obligor) or replacement of any Obligor Transaction Document or any other document or security (including any agreement contemplated by this Deed) so that references to such Obligor Transaction Document or other document or security in this Deed shall include each such variation or replacement;
 - (6) any unenforceability, illegality, invalidity or frustration of any obligations of any other Obligor or any other person under any Obligor Transaction Document or any other document or security, or any failure of any other person to become bound by the terms of any other Obligor Transaction Document, in each case whether through any want of power or authority or otherwise; or

- (7) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any other person under an Obligor Transaction Document resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order,

to the intent that such Obligor's obligations under this Deed shall remain in full force and this Deed be construed accordingly as if there were no such circumstance, act, omission, matter or thing provided that any express amendments or modifications to an Obligor Transaction Document made in accordance with the IBFA and the STID which affect the rights, powers and remedies conferred upon the Obligor Security Trustee in respect of an Obligor in such Obligor Transaction Document shall be effective to the extent of such express amendments or modifications.

- (B) Without prejudice to the generality of Paragraph (A) above, each Obligor expressly confirms that it intends that this Security and other obligations created under or pursuant to this Deed shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Obligor Transaction Documents and/or any facility or amount made available under any of the Obligor Transaction Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing as permitted by the Obligor Transaction Documents.
- (C) Neither the Obligor Security Trustee nor any Obligor Secured Creditor shall be concerned to see or investigate the powers or authorities of any of the Obligors or their respective officers or agents, and moneys obtained or Obligor Secured Liabilities incurred in purported exercise of such powers or authorities or by any person purporting to be an Obligor shall be deemed to form a part of the Obligor Secured Liabilities, and "Obligor Secured Liabilities" shall be construed accordingly.
- (D) For the avoidance of doubt, each Obligor shall be bound by this Deed notwithstanding the fact that not all of the other Obligors may have executed this Deed and/or any of the other Obligor Security Documents required by the terms of the Obligor Transaction Documents to be entered into by it or that any such document which has been entered into may be invalid, unenforceable or otherwise ineffective.

20.7 Protection of Obligor Secured Creditors in respect of guarantee

- (A) In this Clause 20.7, "Trust Property" has the meaning given to it in each Declaration of Trust.
- (B) The Obligor Secured Creditors shall have a right to be paid out of the Trust Property an amount equal to the amount of any Obligor Secured Liability of the Obligors to the Obligor Secured Creditors and this right shall have priority over any right of recourse of the Obligors in respect of that Trust Property (whether direct or indirect).
- (C) The right conferred by Paragraph (B) above shall not be affected in any respect by:
- (1) any restriction on the amount of the Obligors' right of recourse to or reimbursement from the Trust Property in respect of that liability; or

- (2) the financial condition of any Obligors.

21. **Limitation**

The covenants and undertakings given by each Obligor under this Deed shall not have the effect of increasing its liabilities beyond its liabilities under the Obligor Transaction Documents as an Obligor in respect of amounts borrowed or guaranteed by it.

22. **Release**

22.1 At the end of the Security Period, the Obligor Security Trustee shall, at the request and cost of each Obligor, as soon as reasonably practicable following such a request, release the Security Assets from this Security and reassign to such Obligor the property and assets assigned to the Obligor Security Trustee and return all deeds of title delivered to the Obligor Security Trustee pursuant to this Deed without recourse to or warranty by the Obligor Security Trustee.

22.2 Subject to Clauses 22.3 to 22.4 (inclusive) below, if a sale, transfer, licence, lease or other disposal of any Security Asset is permitted under the Obligor Transaction Documents, as confirmed in any certificate of the Borrower provided to the Obligor Security Trustee prior to such disposal, and the Obligor Security Trustee shall rely on such certificate absolutely and shall not be responsible to any party for any liability occasioned by so relying)) or any Security Asset would become the subject of a prohibition in a contract or a lease with a third party, such Security Asset shall, to the fullest extent possible under applicable law, automatically be released from this Security and the Obligor Security Trustee shall, at the request and cost of the Borrower or an Obligor, as soon as reasonably practicable following such request, take whatever further action (including for the avoidance of doubt, the execution of deeds, agreements and any other relevant document) as is necessary to give effect to the release of that Security Asset from this Security without recourse to or warranty by the Obligor Security Trustee.

22.3 If any Security Asset would become subject of a prohibition in a contract or a lease with a third party, the relevant Obligor (acting reasonably) shall determine whether such Security Asset is material and:

(A) if the relevant Obligor (acting reasonably) determines that such Security Asset is material, it shall notify the Obligor Security Trustee accordingly and, following any such notification, shall use reasonable endeavours to obtain any consent necessary to enable the assignment or charge or other security; and

(B) if:

(1) the relevant Obligor (acting reasonably) determines that such Security Asset is not material; or

(2) the necessary consent under Paragraph (B)(1) above is not obtained,

subject to Clause 22.4 below, such Security Asset shall be released from the Security in accordance with Clause 22.2 above.

22.4 This Security will secure all amounts which an Obligor may receive, or has received, under any contract or lease or in connection with any Security Asset which is not assigned or charged or otherwise secured because such an assignment or charge or other security would contravene a prohibition in a contract or a lease with a third party but will exclude the contract or Security Asset itself.

23. Immediate recourse and non-competition

23.1 Each Obligor waives any right it may have of first requiring the Obligor Security Trustee (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security Interest or claim payment from any other person before claiming from that Obligor under this Deed. This waiver applies irrespective of any law or any provision of this Deed to the contrary.

23.2 Until the end of the Security Period, no Obligor will exercise any rights which it may have by reason of performance by it of its obligations under this Deed:

- (A) to be indemnified by any other Obligor;
- (B) to claim any contribution from any guarantor of any Obligor's obligations under this Deed;
- (C) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Obligor Secured Creditors under this Deed or of any other guarantee or Security Interest taken pursuant to, or in connection with, this Deed.

24. Further provisions

24.1 Evidence

In any action, proceedings or claim relating to any Transaction Obligor Security Document or the Security Interests created by or pursuant to this Deed or any other Transaction Obligor Security Document, a statement as to any amount due to any Obligor Secured Creditor or of the Obligor Secured Liabilities or any part thereof or a statement of any amounts which have been notified to the Obligor Security Trustee as being amounts due to any Obligor Secured Creditor which is certified as being correct by an officer of the relevant Obligor Secured Creditor or its Secured Creditor Representative shall, save in the case of manifest error, be conclusive evidence that such amount is in fact due and payable.

24.2 Demands and payments

Any demand for payment made by the Obligor Security Trustee shall be valid and effective even if it contains no statement of the relevant Obligor Secured Liabilities or an inaccurate or incomplete statement of them. All payments by any Obligor in respect of any Obligor Secured Liabilities shall be made in sterling (except to the extent provided for otherwise in the relevant Obligor Transaction Document) and to such account, with such financial institution and in such other manner as the Obligor Security Trustee may direct.

24.3 Indemnities separate

Each indemnity in any Transaction Obligor Security Document shall constitute a separate and independent obligation from the other obligations in this Deed, will give rise to a separate and independent cause of action, will apply irrespective of any indulgence granted by the Obligor Security Trustee and/or any Receiver and/or any other Obligor Secured Creditor and

will continue in full force and effect despite any judgment, decree, order, claim or proof for a liquidated amount in respect of any sum due under this Deed or any other Obligor Transaction Document or any other judgment, decree or order.

24.4 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act or those rules.

24.5 Counterparts

This Deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

24.6 Severability

- (A) If, at any time, any provision of this Deed is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity nor enforceability of the remaining provisions shall in any way be affected or impaired thereby.
- (B) If any part of the security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

24.7 Discharge, release or arrangement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor under this Deed or any Security Interest for those obligations or otherwise) is made by the Obligor Security Trustee in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in the insolvency, liquidation, administration of any Obligor or otherwise then, without limitation, the liability of each Obligor and such Security Interests shall continue or be reinstated as if such discharge, release or arrangement had not occurred.

25. Governing law

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

26. Enforcement

- 26.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").
- 26.2 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.

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

SCHEDULE 1 : OBLIGORS

This is Schedule 1 referred to in the foregoing Obligor Deed of Charge between the companies hereinafter mentioned (as "Obligors") and CBRE Loan Services Limited (as "Obligor Security Trustee").

1. Folio Treasury Limited, a company incorporated in England and Wales with its registered office at Bruce Kenrick House, 2 Killick Street, London N1 9FL, United Kingdom (registered number 12367949);
2. Folio Treasury Holdings Limited, a company incorporated in England and Wales with its registered office at Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom (registered number 12747758);
3. Folio Bakersfield Limited, a company incorporated in England and Wales with its registered office at Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom (registered number 12747268);
4. Folio City Park West Limited, a company incorporated in England and Wales with its registered office at Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom (registered number 12747697);
5. Folio Sterling Place Limited, a company incorporated in England and Wales with its registered office at Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom (registered number 12747715);
6. Folio New Garden Quarter Limited, a company incorporated in England and Wales with its registered office at Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom (registered number 12747731);
7. Folio Porter's Edge Limited, a company incorporated in England and Wales with its registered office at Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom (registered number 12747738);
8. Folio St James Limited, a company incorporated in England and Wales with its registered office at Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom (registered number 12747744);
9. Folio Buildings Limited, a company incorporated in England and Wales with its registered office at Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom (registered number 12368281); and
10. Folio New Hendon Village Limited, a company incorporated in England and Wales with its registered office at Bruce Kenrick House, 2 Killick Street, London, N1 9FL, United Kingdom (registered number 12747752).

SCHEDULE 2 : SECURITY ASSETS

PART 1 : REAL PROPERTY

	Property Description	Legal Property Description	Title Number	Registered Proprietor / Obligor
1.	Flats 1-24 (inclusive), and Flats 26-45 (inclusive) at Bakersfield, Crayford Road, Holloway, N7 0LT; Office, Flat 25, Crayford Road, Holloway, N7 0LT; Flats 100-171 (inclusive) at Bakersfield, Crayford Road, Holloway, N7 0LU and Flats 200-230 (inclusive) at Bakersfield, Crayford Road, Holloway, N7 0LY (formerly known as The Bakers Field Estate, Bakers Field, London)	Leasehold	NGL805622	Folio Bakersfield Limited
2.	Flats 1-51 (inclusive) at Attwood Court, Burgess Springs, Chelmsford, CM1 1HR	Leasehold	EX979902	Folio City Park West Limited
3.	Flats 1-32 (inclusive) at Chappelow Court, Burgess Springs, CM1 1JN	Leasehold	EX988075	Folio City Park West Limited
4.	Flats 1-47 (inclusive) at Clachar Court, Burgess Springs, CM1 1PB	Leasehold	EX987929	Folio City Park West Limited
5.	Flats 1-47 (inclusive) at Cockerell Court, Burgess Springs, CM1 1JL	Leasehold	EX988074	Folio City Park West Limited
6.	Flats 1-46 (inclusive) at Copland Court, Burgess Springs, CM1 1HG	Leasehold	EX987928	Folio City Park West Limited
7.	Flats 1-94 (inclusive) at Norman Court, Burgess Springs, CM1 1DR	Leasehold	EX987919	Folio City Park West Limited
8.	1-63 (inclusive) Sterling Place, London, W5 4RA; 64-78 (inclusive) Sterling Place, London, W5 4RB and 109-138 (inclusive) Sterling Place, London, W5 4RD (formerly known as Land and buildings lying to the north-east of	Freehold	AGL9697	Folio Sterling Place Limited

	Clayponds Avenue, Clayponds)			
9.	79-81 (inclusive), and 87-100 (inclusive) Sterling Place, London, W5 4RB and 101-106 (inclusive) Sterling Place, London, W5 4RD	Freehold	AGL28879	Folio Sterling Place Limited
10.	82-86 (inclusive) Sterling Place, London, W5 4RB and 107 and 108 Sterling Place, London, W5 4RD	Freehold	AGL28876	Folio Sterling Place Limited
11.	Parking Space 1 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473118	Folio New Garden Quarter Limited
12.	Parking Space 2 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473122	Folio New Garden Quarter Limited
13.	Parking Space 3 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473124	Folio New Garden Quarter Limited
14.	Parking Space 4 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473127	Folio New Garden Quarter Limited
15.	Parking Space 5 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473129	Folio New Garden Quarter Limited
16.	Parking Space 6 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473130	Folio New Garden Quarter Limited
17.	Parking Space 7 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473132	Folio New Garden Quarter Limited
18.	Parking Space 8 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473135	Folio New Garden Quarter Limited
19.	Parking Space 9 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473137	Folio New Garden Quarter Limited
20.	Parking Space 10 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473141	Folio New Garden Quarter Limited

21.	Parking Space 11 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473145	Folio New Garden Quarter Limited
22.	Parking Space 12 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473149	Folio New Garden Quarter Limited
23.	Parking Space 13 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473152	Folio New Garden Quarter Limited
24.	Parking Space 14 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473155	Folio New Garden Quarter Limited
25.	Parking Space 15 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473159	Folio New Garden Quarter Limited
26.	Parking Space 16 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473160	Folio New Garden Quarter Limited
27.	Parking Space 17 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473161	Folio New Garden Quarter Limited
28.	Parking Space 18 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473162	Folio New Garden Quarter Limited
29.	Parking Space 19 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473164	Folio New Garden Quarter Limited
30.	Parking Space 20 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473166	Folio New Garden Quarter Limited
31.	Parking Space 21 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473167	Folio New Garden Quarter Limited
32.	Parking Space 22 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473169	Folio New Garden Quarter Limited
33.	Parking Space 23 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473171	Folio New Garden Quarter Limited

34.	Parking Space 24 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473177	Folio New Garden Quarter Limited
35.	Parking Space 25 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473173	Folio New Garden Quarter Limited
36.	Parking Space 26 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473170	Folio New Garden Quarter Limited
37.	Parking Space 27 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473158	Folio New Garden Quarter Limited
38.	Parking Space 28 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473154	Folio New Garden Quarter Limited
39.	Parking Space 29 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473153	Folio New Garden Quarter Limited
40.	Parking Space 30 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473150	Folio New Garden Quarter Limited
41.	Parking Space 31 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473148	Folio New Garden Quarter Limited
42.	Parking Space 32 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473143	Folio New Garden Quarter Limited
43.	Parking Space 33 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473142	Folio New Garden Quarter Limited
44.	Parking Space 34 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473136	Folio New Garden Quarter Limited
45.	Parking Space 35 Blocks E-H Chobham Farm, Leyton Road, London	Leasehold	TGL473134	Folio New Garden Quarter Limited
46.	4 Forrester Way, London, E15 1GH (formerly known as Apartment E.0.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL472636	Folio New Garden Quarter Limited

47.	5 Forrester Way, London, E15 1GH (formerly known as Apartment H.0.5, Chobham Farm, Leyton Road, London)	Leasehold	TGL472917	Folio New Garden Quarter Limited
48.	Flat 1 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.0.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL472635	Folio New Garden Quarter Limited
49.	Flat 202 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.2.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL472650	Folio New Garden Quarter Limited
50.	Flat 203 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.2.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL472651	Folio New Garden Quarter Limited
51.	Flat 101 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.1.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL472638	Folio New Garden Quarter Limited
52.	Flat 102 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.1.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL472639	Folio New Garden Quarter Limited
53.	Flat 103 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.1.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL472641	Folio New Garden Quarter Limited
54.	Flat 104 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.1.4, Chobham Farm, Leyton Road, London)	Leasehold	TGL472646	Folio New Garden Quarter Limited
55.	Flat 105 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.1.5, Chobham Farm, Leyton Road, London)	Leasehold	TGL472647	Folio New Garden Quarter Limited

56.	Flat 201 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.2.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL472648	Folio New Garden Quarter Limited
57.	Flat 204 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.2.4, Chobham Farm, Leyton Road, London)	Leasehold	TGL472686	Folio New Garden Quarter Limited
58.	Flat 205 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.2.5, Chobham Farm, Leyton Road, London)	Leasehold	TGL472658	Folio New Garden Quarter Limited
59.	Flat 206 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.2.6, Chobham Farm, Leyton Road, London)	Leasehold	TGL472661	Folio New Garden Quarter Limited
60.	Flat 301 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.3.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL472662	Folio New Garden Quarter Limited
61.	Flat 302 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.3.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL472665	Folio New Garden Quarter Limited
62.	Flat 303 Foundry House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment E.3.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL472666	Folio New Garden Quarter Limited
63.	Flat 304 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.3.4, Chobham Farm, Leyton Road, London)	Leasehold	TGL472668	Folio New Garden Quarter Limited
64.	Flat 305 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.3.5, Chobham Farm, Leyton Road, London)	Leasehold	TGL472669	Folio New Garden Quarter Limited

65.	Flat 306 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.3.6, Chobham Farm, Leyton Road, London)	Leasehold	TGL472670	Folio New Garden Quarter Limited
66.	Flat 401 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.4.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL472671	Folio New Garden Quarter Limited
67.	Flat 402 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.4.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL472673	Folio New Garden Quarter Limited
68.	Flat 403 Foundry House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment E.4.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL472689	Folio New Garden Quarter Limited
69.	Flat 404 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.4.4, Chobham Farm, Leyton Road, London)	Leasehold	TGL472690	Folio New Garden Quarter Limited
70.	Flat 405 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.4.5, Chobham Farm, Leyton Road, London)	Leasehold	TGL472691	Folio New Garden Quarter Limited
71.	Flat 406 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.4.6, Chobham Farm, Leyton Road, London)	Leasehold	TGL472692	Folio New Garden Quarter Limited
72.	Flat 501 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.5.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL472694	Folio New Garden Quarter Limited
73.	Flat 502 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.5.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL472695	Folio New Garden Quarter Limited

74.	Flat 503 Foundry House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment E.5.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL472696	Folio New Garden Quarter Limited
75.	Flat 504 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.5.4, Chobham Farm, Leyton Road, London)	Leasehold	TGL472697	Folio New Garden Quarter Limited
76.	Flat 505 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.5.5, Chobham Farm, Leyton Road, London)	Leasehold	TGL472698	Folio New Garden Quarter Limited
77.	Flat 506 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.5.6, Chobham Farm, Leyton Road, London)	Leasehold	TGL472699	Folio New Garden Quarter Limited
78.	Flat 601 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.6.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL472702	Folio New Garden Quarter Limited
79.	Flat 602 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.6.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL472703	Folio New Garden Quarter Limited
80.	Flat 603 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.6.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL472705	Folio New Garden Quarter Limited
81.	Flat 604 Foundry House, 3 Forrester Way, London, E15 1GH (formerly known as Apartment E.6.4, Chobham Farm, Leyton Road, London)	Leasehold	TGL472706	Folio New Garden Quarter Limited
82.	36 Leyton Road, London, E15 1GF (formerly known as Apartment G.0.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL472730	Folio New Garden Quarter Limited

83.	Flat 1 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.0.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL472915	Folio New Garden Quarter Limited
84.	Flat 2 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.0.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL472913	Folio New Garden Quarter Limited
85.	Flat 3 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.0.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL472838	Folio New Garden Quarter Limited
86.	Flat 101 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.1.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL472924	Folio New Garden Quarter Limited
87.	Flat 102 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.0.4, Chobham Farm, Leyton Road, London)	Leasehold	TGL472916	Folio New Garden Quarter Limited
88.	Flat 103 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.1.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL472928	Folio New Garden Quarter Limited
89.	Flat 104 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.1.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL472930	Folio New Garden Quarter Limited
90.	Flat 201 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.2.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL472945	Folio New Garden Quarter Limited

91.	Flat 202 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.2.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL472948	Folio New Garden Quarter Limited
92.	Flat 203 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.2.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL472952	Folio New Garden Quarter Limited
93.	Flat 204 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.2.4, Chobham Farm, Leyton Road, London)	Leasehold	TGL472953	Folio New Garden Quarter Limited
94.	Flat 205 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.2.5, Chobham Farm, Leyton Road, London)	Leasehold	TGL472955	Folio New Garden Quarter Limited
95.	Flat 206 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.2.6, Chobham Farm, Leyton Road, London)	Leasehold	TGL472959	Folio New Garden Quarter Limited
96.	Flat 301 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.3.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL472961	Folio New Garden Quarter Limited
97.	Flat 302 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.3.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL472963	Folio New Garden Quarter Limited
98.	Flat 303 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.3.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL472967	Folio New Garden Quarter Limited

99.	Flat 304 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.3.4, Chobham Farm, Leyton Road, London)	Leasehold	TGL472970	Folio New Garden Quarter Limited
100.	Flat 305 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.3.5, Chobham Farm, Leyton Road, London)	Leasehold	TGL472971	Folio New Garden Quarter Limited
101.	Flat 306 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.3.6, Chobham Farm, Leyton Road, London)	Leasehold	TGL472973	Folio New Garden Quarter Limited
102.	Flat 401 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.4.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL472974	Folio New Garden Quarter Limited
103.	Flat 402 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.4.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL472977	Folio New Garden Quarter Limited
104.	Flat 403 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.4.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL472978	Folio New Garden Quarter Limited
105.	Flat 404 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H4.4, Chobham Farm, Leyton Road, London)	Leasehold	TGL472985	Folio New Garden Quarter Limited
106.	Flat 405 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.4.5,	Leasehold	TGL472988	Folio New Garden Quarter Limited

	Chobham Farm, Leyton Road, London)			
107.	Flat 406 Ravensbourne House, 6 Forrester Way, London, E15 1GH	Leasehold	TGL472991	Folio New Garden Quarter Limited
108.	Flat 501 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.5.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL473009	Folio New Garden Quarter Limited
109.	Flat 502 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.5.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL473012	Folio New Garden Quarter Limited
110.	Flat 503 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.5.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL473014	Folio New Garden Quarter Limited
111.	Flat 504 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.5.4, Chobham Farm, Leyton Road, London)	Leasehold	TGL473017	Folio New Garden Quarter Limited
112.	Flat 505 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.5.5, Chobham Farm, Leyton Road, London)	Leasehold	TGL473018	Folio New Garden Quarter Limited
113.	Flat 506 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.5.6, Chobham Farm, Leyton Road, London)	Leasehold	TGL473023	Folio New Garden Quarter Limited
114.	Flat 601 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.6.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL473024	Folio New Garden Quarter Limited

115.	Flat 602 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.6.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL473025	Folio New Garden Quarter Limited
116.	Flat 603 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.6.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL473027	Folio New Garden Quarter Limited
117.	Flat 604 Ravensbourne House, 6 Forrester Way, London, E15 1GH (formerly known as Apartment H.6.4, Chobham Farm, Leyton Road, London)	Leasehold	TGL473030	Folio New Garden Quarter Limited
118.	Flat 1 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.0.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL472733	Folio New Garden Quarter Limited
119.	Flat 2 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.0.4, Chobham Farm, Leyton Road, London)	Leasehold	TGL472734	Folio New Garden Quarter Limited
120.	Flat 3 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.0.5, Chobham Farm, Leyton Road, London)	Leasehold	TGL472735	Folio New Garden Quarter Limited
121.	Flat 101 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.1.1, Leyton Road, London)	Leasehold	TGL472736	Folio New Garden Quarter Limited
122.	Flat 102 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.1.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL472785	Folio New Garden Quarter Limited

123.	Flat 103 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.0.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL472731	Folio New Garden Quarter Limited
124.	Flat 104 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.1.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL472792	Folio New Garden Quarter Limited
125.	Flat 105 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.1.4, Chobham Farm, Leyton Road, London)	Leasehold	TGL472798	Folio New Garden Quarter Limited
126.	Flat 201 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.2.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL472801	Folio New Garden Quarter Limited
127.	Flat 202 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.2.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL472815	Folio New Garden Quarter Limited
128.	Flat 203 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.2.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL472817	Folio New Garden Quarter Limited
129.	Flat 204 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.2.4, Chobham Farm, Leyton Road, London)	Leasehold	TGL472824	Folio New Garden Quarter Limited
130.	Flat 205 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.2.5, Chobham Farm, Leyton Road, London)	Leasehold	TGL472826	Folio New Garden Quarter Limited
131.	Flat 206 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.2.6, Chobham Farm, Leyton Road, London)	Leasehold	TGL472827	Folio New Garden Quarter Limited

132.	Flat 207 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.2.7, Chobham Farm, Leyton Road, London)	Leasehold	TGL472829	Folio New Garden Quarter Limited
133.	Flat 301 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.3.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL472834	Folio New Garden Quarter Limited
134.	Flat 302 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.3.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL472835	Folio New Garden Quarter Limited
135.	Flat 303 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.3.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL472837	Folio New Garden Quarter Limited
136.	Flat 304 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.3.4, Chobham Farm, Leyton Road, London)	Leasehold	TGL472840	Folio New Garden Quarter Limited
137.	Flat 305 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.3.5, Chobham Farm, Leyton Road, London)	Leasehold	TGL472843	Folio New Garden Quarter Limited
138.	Flat 306 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.3.6, Chobham Farm, Leyton Road, London)	Leasehold	TGL472849	Folio New Garden Quarter Limited
139.	Flat 307 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.3.7, Chobham Farm, Leyton Road, London)	Leasehold	TGL472851	Folio New Garden Quarter Limited

140.	Flat 401 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.4.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL472852	Folio New Garden Quarter Limited
141.	Flat 402 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.4.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL472854	Folio New Garden Quarter Limited
142.	Flat 403 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.4.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL472966	Folio New Garden Quarter Limited
143.	Flat 404 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.4.4, Chobham Farm, Leyton Road, London)	Leasehold	TGL472860	Folio New Garden Quarter Limited
144.	Flat 405 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.4.5, Chobham Farm, Leyton Road, London)	Leasehold	TGL472972	Folio New Garden Quarter Limited
145.	Flat 406 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.4.6, Chobham Farm, Leyton Road, London)	Leasehold	TGL472865	Folio New Garden Quarter Limited
146.	Flat 407 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.4.7, Chobham Farm, Leyton Road, London)	Leasehold	TGL472921	Folio New Garden Quarter Limited
147.	Flat 501 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.5.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL472925	Folio New Garden Quarter Limited
148.	Flat 502 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.5.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL472927	Folio New Garden Quarter Limited

149.	Flat 503 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.5.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL472998	Folio New Garden Quarter Limited
150.	Flat 504 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.5.4, Chobham Farm, Leyton Road, London)	Leasehold	TGL472933	Folio New Garden Quarter Limited
151.	Flat 505 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.5.5, Chobham Farm, Leyton Road, London)	Leasehold	TGL472994	Folio New Garden Quarter Limited
152.	Flat 506 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.5.6, Chobham Farm, Leyton Road, London)	Leasehold	TGL473002	Folio New Garden Quarter Limited
153.	Flat 507 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.5.7, Chobham Farm, Leyton Road, London)	Leasehold	TGL472951	Folio New Garden Quarter Limited
154.	Flat 601 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.6.1, Chobham Farm, Leyton Road, London)	Leasehold	TGL472954	Folio New Garden Quarter Limited
155.	Flat 602 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.6.2, Chobham Farm, Leyton Road, London)	Leasehold	TGL472958	Folio New Garden Quarter Limited
156.	Flat 603 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.6.3, Chobham Farm, Leyton Road, London)	Leasehold	TGL472960	Folio New Garden Quarter Limited
157.	Flat 604 Templar House, 34 Leyton Road, London, E15 1GF (formerly known as Apartment G.6.4, Chobham Farm, Leyton Road, London)	Leasehold	TGL472962	Folio New Garden Quarter Limited

158.	15-25 (odd) Maritime Street, London, SE16 7FU; Flats 1-27 (inclusive) at 5 Maritime Street, London, SE16 7FW; Flats 1-60 (inclusive) at 7 Maritime Street, London, SE16 7FX; Flats 1-70 (inclusive) at 11 Maritime Street, London, SE16 7FY and Flats 1-71 (inclusive) at 29 Surrey Quays Road, London, SE16 7FZ (formerly known as Building C1, Surrey Quays Road, London, SE16 2XU)	Leasehold	TGL507044	Folio Porter's Edge Limited
159.	1-47 (inclusive) Achilles Close, London, SE1 5HE; 1-59 (odd) Acanthus Drive, London, SE1 5HH; 2-100 (even) Acanthus Drive, London, SE1 5HJ; 1-9 (inclusive), 11-32 (inclusive), 34-42 (even), 42A-C (inclusive), 44-58 (even), 58A-C (inclusive), and 60-66 (even) Abercorn Way, London, SE1 5HL and Office, 10 Abercorn Way, London, SE1 5HL (formerly known as Land and buildings on the north east side of Rolls Road, London)	Freehold	TGL41451	Folio St James Limited
160.	Flats 1-27 (inclusive) at Amber Court, 252 Bowes Road, London, N11 2BQ	Leasehold	AGL409287	Folio Buildings Limited
161.	2 and 4 Berners Drive, London, W13 0JS; 1-46 (inclusive) Coleridge Square, London, W13 0JU and 47-84 (inclusive) Coleridge Square, London, W13 0JX	Freehold	AGL201848	Folio Buildings Limited
162.	1-18 (inclusive), and 18A Claremont Grove, London, W4 2TL (formerly known as 1(A-D) - 18(A-D) Claremont Grove, London, W4 2TL)	Freehold	AGL277306	Folio Buildings Limited
163.	Flats 24-37 (inclusive) at Coral Court, 9 Telford Road, London, N11 2RA	Leasehold	AGL424277	Folio Buildings Limited

164.	Flats 1-15 (inclusive) at 2 Croft Way, London, TW10 7NB	Freehold	SGL336363	Folio Buildings Limited
165.	1-7 (odd) Frobisher Yard, London, E16 2GY; Flats 72-74 (inclusive), and Flats 76-102 (inclusive) at Samuel Building, 9 Frobisher Yard, London, E16 2GY; 40-46 (even) at Shackleton Way, London, E16 2JT and Flat 48, Flats 38-47 (inclusive), Flats 49-71 (inclusive), and Flats 75 at Samuel Building, 48 Shackleton Way, London, E16 2JT (formerly known as Premises at Samuel Building, Frobisher Yard and Shackleton Way, London, E16 2JT)	Leasehold	TGL472236	Folio Buildings Limited
166.	Flat 68 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493721	Folio Buildings Limited
167.	Flat 69 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493724	Folio Buildings Limited
168.	Flat 70 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL495192	Folio Buildings Limited
169.	Flat 71 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493726	Folio Buildings Limited
170.	Flat 72 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493727	Folio Buildings Limited
171.	Flat 73 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493728	Folio Buildings Limited
172.	Flat 74 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493729	Folio Buildings Limited
173.	Flat 75 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493730	Folio Buildings Limited

174.	Flat 76 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493732	Folio Buildings Limited
175.	Flat 77 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493733	Folio Buildings Limited
176.	Flat 78 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493734	Folio Buildings Limited
177.	Flat 79 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493736	Folio Buildings Limited
178.	Flat 80 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493739	Folio Buildings Limited
179.	Flat 81 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493744	Folio Buildings Limited
180.	Flat 82 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493746	Folio Buildings Limited
181.	Flat 83 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493747	Folio Buildings Limited
182.	Flat 84 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493748	Folio Buildings Limited
183.	Flat 85 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493749	Folio Buildings Limited
184.	Flat 86 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493750	Folio Buildings Limited
185.	Flat 87 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493751	Folio Buildings Limited
186.	Flat 88 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493752	Folio Buildings Limited
187.	Flat 89 Masthead House, 9 Royal Crest Avenue, London, E16 2PG	Leasehold	TGL493754	Folio Buildings Limited

188.	Flats 3-35 (inclusive), Flat 36A and Flats 37A at Rathbone Market, 1 Barking Road, London, E16 1GS	Leasehold	TGL367250	Folio Buildings Limited
189.	Flats 1-17 (inclusive) and Commercial Units On Basement And Ground, Tankerville Court, School Road, Hounslow, TW3 1QJ (formerly known as 2, 2A and 2B Hanworth Road and Flats 1 to 17 (inclusive) Tankerville Court, School Road, Hounslow)	Freehold	AGL169346	Folio Buildings Limited
190.	Flats 1-12 (inclusive) at The Tandem Apartment, 114 Christchurch Road, London, SW19 2PE	Leasehold	SGL699268	Folio Buildings Limited
191.	Flat 6 Bluebell Court, 1 Heybourne Crescent, Colindale, London, NW9 5QE	Leasehold	AGL259459	Folio Hendon New Village Limited
192.	Flat 8 Bluebell Court, 1 Heybourne Crescent, Colindale, London, NW9 5QE	Leasehold	AGL259460	Folio Hendon New Village Limited
193.	Flat 10 Bluebell Court, 1 Heybourne Crescent, Colindale, London, NW9 5QE	Leasehold	AGL271038	Folio Hendon New Village Limited
194.	Flat 11 Bluebell Court, 1 Heybourne Crescent, Colindale, London, NW9 5QE	Leasehold	AGL259462	Folio Hendon New Village Limited
195.	Flat 12 Bluebell Court, 1 Heybourne Crescent, Colindale, London, NW9 5QE	Leasehold	AGL259464	Folio Hendon New Village Limited
196.	Flat 13 Bluebell Court, 1 Heybourne Crescent, Colindale, London, NW9 5QE	Leasehold	AGL259465	Folio Hendon New Village Limited
197.	Flat 15 Bluebell Court, 1 Heybourne Crescent, Colindale, London, NW9 5QE	Leasehold	AGL259467	Folio Hendon New Village Limited
198.	Flat 17 Bluebell Court, 1 Heybourne Crescent, Colindale, London, NW9 5QE	Leasehold	AGL259469	Folio Hendon New Village Limited

199.	Flat 20 Bluebell Court, 1 Heybourne Crescent, Colindale, London, NW9 5QE	Leasehold	AGL259470	Folio Hendon Limited	New Village
200.	Flat 22 Bluebell Court, 1 Heybourne Crescent, Colindale, London, NW9 5QE	Leasehold	AGL259472	Folio Hendon Limited	New Village
201.	Flat 23 Bluebell Court, 1 Heybourne Crescent, Colindale, London, NW9 5QE	Leasehold	AGL259473	Folio Hendon Limited	New Village
202.	Flat 24 Bluebell Court, 1 Heybourne Crescent, Colindale, London, NW9 5QE	Leasehold	AGL259474	Folio Hendon Limited	New Village
203.	Flat 13 Butterfly Court, 16 Acklington Drive, Colindale, London, NW9 5QQ	Leasehold	AGL286846	Folio Hendon Limited	New Village
204.	Flat 14 Butterfly Court, 16 Acklington Drive, Colindale, London, NW9 5QQ	Leasehold	AGL286848	Folio Hendon Limited	New Village
205.	Flat 20 Butterfly Court, 16 Acklington Drive, Colindale, London, NW9 5QQ	Leasehold	AGL286849	Folio Hendon Limited	New Village
206.	Flat 23 Butterfly Court, 16 Acklington Drive, Colindale, London, NW9 5QQ	Leasehold	AGL286850	Folio Hendon Limited	New Village
207.	Flat 27 Butterfly Court, 16 Acklington Drive, Colindale, London, NW9 5QQ	Leasehold	AGL286852	Folio Hendon Limited	New Village
208.	Flat 28 Butterfly Court, 16 Acklington Drive, Colindale, London, NW9 5QQ	Leasehold	AGL286853	Folio Hendon Limited	New Village
209.	Flat 30 Butterfly Court, 16 Acklington Drive, Colindale, London, NW9 5QQ	Leasehold	AGL286854	Folio Hendon Limited	New Village
210.	Flat 34 Butterfly Court, 16 Acklington Drive, Colindale, London, NW9 5QQ	Leasehold	AGL286855	Folio Hendon Limited	New Village
211.	Flat 36 Butterfly Court, 16 Acklington Drive, Colindale, London, NW9 5QQ	Leasehold	AGL286856	Folio Hendon Limited	New Village
212.	Flats 17-27 (inclusive), and Flats 39-54 (inclusive) at Casa Court, 4 Bristol Avenue, London, NW9 4BT and Flats 1-11 (inclusive) at Buccaneer	Leasehold	AGL430967	Folio Hendon Limited	New Village

	Court, 1 Percival Avenue, London, NW9 4BU			
213.	Flat 39 Dragonfly Court, 3 Heybourne Crescent, Colindale, London, NW9 5UW	Leasehold	AGL271020	Folio Hendon Limited New Village
214.	Flat 40 Dragonfly Court, 3 Heybourne Crescent, Colindale, London, NW9 5UW	Leasehold	AGL271014	Folio Hendon Limited New Village
215.	Flat 41 Dragonfly Court, 3 Heybourne Crescent, Colindale, London, NW9 5UW	Leasehold	AGL271031	Folio Hendon Limited New Village
216.	Flat 42 Dragonfly Court, 3 Heybourne Crescent, Colindale, London, NW9 5UW	Leasehold	AGL271032	Folio Hendon Limited New Village
217.	Flat 43 Dragonfly Court, 3 Heybourne Crescent, Colindale, London, NW9 5UW	Leasehold	AGL271036	Folio Hendon Limited New Village
218.	Flat 44 Dragonfly Court, 3 Heybourne Crescent, Colindale, London, NW9 5UW	Leasehold	AGL271035	Folio Hendon Limited New Village
219.	Flat 45 Dragonfly Court, 3 Heybourne Crescent, Colindale, London, NW9 5UW	Leasehold	AGL271037	Folio Hendon Limited New Village
220.	Flat 46 Dragonfly Court, 3 Heybourne Crescent, Colindale, London, NW9 5UW	Leasehold	AGL271034	Folio Hendon Limited New Village
221.	Flat 47 Dragonfly Court, 3 Heybourne Crescent, Colindale, London, NW9 5UW	Leasehold	AGL271033	Folio Hendon Limited New Village
222.	Flat 48 Dragonfly Court, 3 Heybourne Crescent, Colindale, London, NW9 5UW	Leasehold	AGL271022	Folio Hendon Limited New Village
223.	Flat 49 Dragonfly Court, 3 Heybourne Crescent, Colindale, London, NW9 5UW	Leasehold	AGL271019	Folio Hendon Limited New Village
224.	Flat 50 Dragonfly Court, 3 Heybourne Crescent, Colindale, London, NW9 5UW	Leasehold	AGL271025	Folio Hendon Limited New Village
225.	Flat 51 Dragonfly Court, 3 Heybourne Crescent, Colindale, London, NW9 5UW	Leasehold	AGL271015	Folio Hendon Limited New Village

226.	Flat 52 Dragonfly Court, 3 Heybourne Crescent, Colindale, London, NW9 5UW	Leasehold	AGL271023	Folio Hendon Limited	New Village
227.	Flat 53 Dragonfly Court, 3 Heybourne Crescent, Colindale, London, NW9 5UW	Leasehold	AGL271016	Folio Hendon Limited	New Village
228.	Flat 54 Dragonfly Court, 3 Heybourne Crescent, Colindale, London, NW9 5UW	Leasehold	AGL271021	Folio Hendon Limited	New Village
229.	Flat 55 Dragonfly Court, 3 Heybourne Crescent, Colindale, London, NW9 5UW	Leasehold	AGL271029	Folio Hendon Limited	New Village
230.	Flat 3, Flats 6-8 (inclusive), and Flats 10 and 11 at Jaguar Court, 19 Percival Avenue, London, NW9 4BW	Leasehold	AGL430969	Folio Hendon Limited	New Village
231.	Flat 4 Jet Court, 59 Great Strand, London, NW9 5GY	Leasehold	Title number to be allocated on application for first registration	Folio Hendon Limited	New Village
232.	Flat 1 Lark Court, 104 Lanacre Avenue, Colindale, London, NW9 5QD	Leasehold	AGL286866	Folio Hendon Limited	New Village
233.	Flat 21 Lark Court, 104 Lanacre Avenue, Colindale, London, NW9 5QD	Leasehold	AGL286867	Folio Hendon Limited	New Village
234.	Flat 42 Lark Court, 104 Lanacre Avenue, Colindale, London, NW9 5QD	Leasehold	AGL286868	Folio Hendon Limited	New Village
235.	Flat 45 Lark Court, 104 Lanacre Avenue, Colindale, London, NW9 5QD	Leasehold	AGL286869	Folio Hendon Limited	New Village
236.	Flats 1-14 (inclusive), Flats 16, 18, Flats 19, 20, Flat 22, Flats 25, 27, and Flats 28 and 30 at Panavia Court, 9 Bristol Avenue, Colindale, NW9 4BS	Leasehold	Title number to be allocated on application for first registration	Folio Hendon Limited	New Village
237.	Flat 18 Violet Court, 11 Heybourne Crescent, Colindale, London, NW9 5WY	Leasehold	AGL286857	Folio Hendon Limited	New Village
238.	Flat 20 Violet Court, 11 Heybourne Crescent, Colindale, London, NW9 5WY	Leasehold	AGL286858	Folio Hendon Limited	New Village

239.	Flat 21 Violet Court, 11 Heybourne Crescent, Colindale, London, NW9 5WY	Leasehold	AGL286859	Folio Hendon Limited	New Village
240.	Flat 25 Violet Court, 11 Heybourne Crescent, Colindale, London, NW9 5WY	Leasehold	AGL286860	Folio Hendon Limited	New Village
241.	Flat 26 Violet Court, 11 Heybourne Crescent, Colindale, London, NW9 5WY	Leasehold	AGL286861	Folio Hendon Limited	New Village
242.	Flat 29 Violet Court, 11 Heybourne Crescent, Colindale, London, NW9 5WY	Leasehold	AGL286862	Folio Hendon Limited	New Village
243.	Flat 30 Violet Court, 11 Heybourne Crescent, Colindale, London, NW9 5WY	Leasehold	AGL286863	Folio Hendon Limited	New Village
244.	Flat 34 Violet Court, 11 Heybourne Crescent, Colindale, London, NW9 5WY	Leasehold	AGL286865	Folio Hendon Limited	New Village

PART 2 : SECURITY ACCOUNTS

No.	Account Name	Account Holder	Account Number	Sort Code	Borrower Account Bank
1.	Administration Account	Folio Treasury Limited			HSBC Bank Plc
2.	Disposal Proceeds Account	Folio Treasury Limited			HSBC Bank Plc
3.	Cure Account	Folio Treasury Limited			HSBC Bank Plc
4.	General Account	Folio Treasury Limited			HSBC Bank Plc
5.	Maintenance Account	Folio Treasury Limited			HSBC Bank Plc
6.	Service Account	Folio Treasury Limited			HSBC Bank Plc

PART 3 : INVESTMENTS

Name of Obligor which owns shares	Name of Obligor in which shares are held	Number of shares held
Folio Treasury Holdings Limited	Folio Treasury Limited	2,394,245 (two million, three hundred and ninety-four thousand, two hundred and forty-five) ordinary redeemable shares of £1 each 1 (one) ordinary share of £1
Folio Treasury Limited	Folio Bakersfield Limited	231,293 (two hundred and thirty-one thousand, two hundred and ninety-three) ordinary redeemable shares of £1 each 1 (one) ordinary share of £1
Folio Treasury Limited	Folio City Park West Limited	449,621 (four hundred and forty-nine thousand, six hundred and twenty-one) ordinary redeemable shares of £1 each 1 (one) ordinary share of £1
Folio Treasury Limited	Folio Sterling Place Limited	247,783 (two hundred and forty-seventy thousand, seven hundred and eighty-three) ordinary redeemable shares of £1 each 1 (one) ordinary share of £1
Folio Treasury Limited	Folio New Garden Quarter Limited	335,202 (three hundred and thirty-five thousand, two hundred and two) ordinary redeemable shares of £1 each 1 (one) ordinary share of £1
Folio Treasury Limited	Folio St James Limited	320,935 (three hundred and twenty thousand, nine hundred and thirty-five) ordinary redeemable shares of £1 each 1 (one) ordinary share of £1
Folio Treasury Limited	Folio Buildings Limited	601,381 (six hundred and one thousand, three hundred and

		<p>eighty-one) ordinary redeemable shares of £1 each</p> <p>1 (one) ordinary share of £1</p>
Folio Treasury Limited	Folio New Hendon Village Limited	<p>208,030 (two hundred and eight thousand and thirty) ordinary redeemable shares of £1 each</p> <p>1 (one) ordinary share of £1</p>

PART 4 : SPECIFIED CONTRACTS

Name of Company with which contracts are held	Details
<i>[None as at the date of this Deed]</i>	

SCHEDULE 3 : FORMS OF NOTICE AND ACKNOWLEDGEMENT RELATING TO OBLIGOR TRANSACTION DOCUMENTS

PART 1 : NOTICE TO [SPECIFY RELEVANT PARTY UNDER RELEVANT OBLIGOR TRANSACTION DOCUMENT]

[On the letterhead of Obligor]

To: *[Specify relevant party under relevant Obligor Transaction Document]*

[Date]

Dear Sirs,

Re: *[Specify relevant Obligor Transaction Document]*

Obligor Deed of Charge dated [•] 2020 between, amongst others, [•] and [•] (the “Obligor Deed of Charge”)

We refer to the *[[specify Obligor Transaction Document]* dated [•] and made between [•] and [•] (the *[specify Obligor Transaction Document]*)).

This letter constitutes notice to you that under the Obligor Deed of Charge we have assigned by way of security to CBRE Loan Services Limited (as trustee for itself and each of the Obligor Secured Creditors as referred to in the STID, the “Obligor Security Trustee”) all our rights under the *[specify Obligor Transaction Document]*.

Notwithstanding any previous instructions given by us, until you receive notice from the Obligor Security Trustee to the contrary you are directed to follow the instructions of the Obligor Security Trustee in relation to the *[specify Obligor Transaction Document]*. Unless you receive any notice to the contrary from the Obligor Security Trustee, you are irrevocably instructed and authorised to make any payments under or arising under the *[specify Obligor Transaction Document]* to the following account: [•].

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

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Obligor Security Trustee at [•], Fax: [•], Attention: [•], with a copy to us.

Yours faithfully,

.....
(Authorised signatory)
For
[OBLIGOR]

PART 2 : ACKNOWLEDGEMENT RELATING TO OBLIGOR TRANSACTION DOCUMENTS

To: CBRE Loan Services Limited, as Obligor Security Trustee

Attention: [ATTENTION]

[Date]

Dear Sirs,

Re: [Specify Obligor Transaction Document]

Obligor Deed of Charge dated [•] 2020 between, amongst others, [•] and [•] (the “Obligor Deed of Charge”)

We confirm receipt from [Obligor] (the “Obligor”) of a notice dated [] (the “Notice”) in relation to the [specify Obligor Transaction Document] (as defined in the Notice).

We accept the instructions contained in the Notice.

We confirm that we:

1. have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Obligor under or in respect of the [specify Obligor Transaction Document] (as defined in the Notice);
2. following notice of delivery of an Obligor Enforcement Notice, must pay all monies payable by us under the [specify Obligor Transaction Document] as directed by the Obligor Security Trustee (as defined in the Notice);
3. must continue to pay monies payable under the [specify Obligor Transaction Document] into the [specify account details] until we receive your written instructions to the contrary; and
4. [understand that following notice of delivery of an Obligor Enforcement Notice no amendment, waiver or release of any such rights, interests and benefits may be effective without prior written consent from the Obligor Security Trustee].

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

Yours faithfully,

.....
(Authorised signatory)

For

[Specify other]

**SCHEDULE 4 : FORMS OF NOTICE AND ACKNOWLEDGEMENT RELATING TO LEASE /
INSURANCE / OTHER CONTRACTS**

PART 1 : NOTICE TO [TENANT]/[INSURER]/[SPECIFY OTHER PARTY]

[On the letterhead of Obligor]

To: [Tenant] OR [Insurer] OR [Specify other party]

[Date]

Dear Sirs,

Re: [PROPERTY PORTFOLIO]

Obligor Deed of Charge dated [•] 2020 between, amongst others, [•] and [•] (the “Obligor Deed of Charge”)

We refer to the [lease dated [•] and made between [•] and [•] (the “Lease”)] OR [the [describe insurance policy] policy number [•] effected in relation to [describe Property] and all other insurances entered into supplemental to or in replacement of such policy of insurance (the “Policy”)] OR [the [describe the other document] (the “Contract”)].

This letter constitutes notice to you that under the Obligor Deed of Charge we have assigned by way of security to CBRE Loan Services Limited (as trustee for itself and each of the Obligor Secured Creditors as referred to in the STID, the “Obligor Security Trustee”) all our rights under the [Lease] OR [Policy] OR [Contract].

Notwithstanding any previous instructions given by us, until you receive notice from the Obligor Security Trustee to the contrary you are directed to follow the instructions of the Obligor Security Trustee in relation to the [Lease] OR [Policy] OR [Contract]. Unless you receive any notice to the contrary from the Obligor Security Trustee, you are irrevocably instructed and authorised to make payments under or arising under the [Lease] OR [Policy] OR [Contract] to the following account: [•].

We will remain liable to perform our obligations under the [Lease]/[Policy]/[Contract] and the Obligor Security Trustee is under no obligation of any kind whatsoever under the [Lease]/[Policy]/[Contract] nor under any liability whatsoever in the event of any failure by us to perform our obligations under the [Lease]/[Policy]/[Contract].

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

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Obligor Security Trustee at [•], Fax: +[•], Attention: [•], with a copy to us.

Yours faithfully,

.....
(Authorised signatory)
For
[OBLIGOR]

PART 2 : ACKNOWLEDGEMENT FROM [TENANT]/[INSURER]/[SPECIFY OTHER PARTY]

To: CBRE Loan Services Limited, as Obligor Security Trustee

Attention: [ATTENTION]

[Date]

Dear Sirs,

Re: [PROPERTY PORTFOLIO]

Obligor Deed of Charge dated [•] 2020 between, amongst others, [•] and [•] (the “Obligor Deed of Charge”)

We confirm receipt from [Obligor] (the “Obligor”) of a notice dated [•] (the “Notice”) in relation to the [Lease] OR [Policy] OR [Contract] (as defined in the Notice).

We accept the instructions contained in the Notice.

We confirm that we:

1. have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Obligor under or in respect of the [Lease] OR [Policy] OR [Contract] (as defined in the Notice);
2. must pay all [rent and all other] monies payable by us under the [Lease] OR [Policy] OR [Contract] as directed by the Obligor Security Trustee (as defined in the Notice);
3. must continue to pay [all rent and all other] monies payable under the [Lease] OR [Policy] OR [Contract] into the [existing rent collection account] OR [*specify account details*] until we receive your written instructions to the contrary;
4. understand that no amendment, waiver or release of any such rights, interests and benefits may be effective without prior written consent from the Obligor Security Trustee; and
5. understand that the Obligors will remain liable to perform all its obligations under the [Lease]/[Policy]/[Contract] and the Obligor Security Trustee is under no obligation of any kind whatsoever under the [Lease]/[Policy]/[Contract] nor under any liability whatsoever in the event of the any failure by the Obligor to perform its obligations under the [Lease]/[Policy]/[Contract].

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

Yours faithfully,

.....
(Authorised signatory)

For

[Tenant]/[Insurer]/[Specify other]

SCHEDULE 5 : FORMS OF LETTER FOR SECURITY ACCOUNTS

PART 1 : NOTICE TO BORROWER ACCOUNT BANK

To: [•]

Copy: CBRE Loan Services Limited, as Obligor Security Trustee

[Date]

Dear Sirs,

Obligor Deed of Charge dated [•] 2020 between, amongst others, [•] and [•] (the “Obligor Deed of Charge”)

This letter constitutes notice to you that under the Obligor Deed of Charge we have charged (by way of a first fixed charge) in favour of CBRE Loan Services Limited as trustee for itself and the other Obligor Secured Creditors referred to in the Obligor Deed of Charge (the “Obligor Security Trustee”) as first priority chargee all of our rights in respect of any amount standing to the credit of [*Specify relevant Security Accounts, including relevant sort codes and account numbers*] maintained by it with you (the “Security Accounts”), all interest paid or payable in relation to such accounts and the debts represented by the Security Accounts.

We irrevocably instruct and authorise you to:

1. disclose to the Obligor Security Trustee any information relating to any Security Account requested from you by the Obligor Security Trustee;
2. following notice of the delivery of an Obligor Enforcement Notice, comply with the terms of any written notice or instruction relating to any Security Account received by you from the Obligor Security Trustee;
3. following notice of the delivery of an Obligor Enforcement Notice, hold all sums standing to the credit of any Security Account to the order of the Obligor Security Trustee (provided that, if no such order has been given or if an order has been revoked, you may act on the instructions of the Obligor in accordance with its mandate);
4. following notice of the delivery of an Obligor Enforcement Notice, pay or release any sum standing to the credit of any Security Account in accordance with the written instructions of the Obligor Security Trustee; and
5. pay all sums received by you for the account of the Obligor to the credit of the relevant Security Account of the Obligor with you.

Please note that until the Obligor Security Trustee serves an Obligor Enforcement Notice the Obligors or the Obligor Cash Manager (on behalf of the Obligors) are permitted to withdraw any amount from any of the Security Accounts without the prior written consent of the Obligor Security Trustee. Following the service of an Obligor Enforcement Notice by the Obligor Security Trustee, the Obligors or the Obligor Cash Manager (on behalf of the Obligors) are not permitted to withdraw any amount from any of the Security Accounts without the prior written consent of the Obligor Security Trustee.

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

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

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

Please send to the Obligor Security Trustee at [•], Fax: +[•], Attention: [•], with a copy to us, the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

Yours faithfully,

.....
(Authorised signatory)

[•]
as Obligor

PART 2 : ACKNOWLEDGEMENT OF BORROWER ACCOUNT BANK

To: CBRE Loan Services Limited, as Obligor Security Trustee

Copy: [Obligor]

[Date]

Dear Sirs,

Obligor Deed of Charge dated [•] 2020 between, amongst others, [•] and [•] (the "Obligor Deed of Charge")

We confirm receipt from [•] (the "Obligor") of a notice dated [•] (the "Notice") of a charge upon the terms of the Obligor Deed of Charge over all of its rights to any amount standing to the credit of any of its [*Specify relevant Security Accounts, including relevant sort codes and account numbers*] with us (the "Security Accounts"), all interest paid or payable in relation to such accounts and the debts represented by the Security Accounts.

We confirm that (for so long as the instructions in the Notice are not revoked by operation of law or otherwise) we:

1. accept the instructions contained in the Notice and agree to comply with the Notice;
2. have not received notice of the interest of any third party in any Security Account;
3. have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, lien, combination, consolidation or counter-claim or other right in respect of any Security Account (except with respect to returned or charged back items or [•]'s charges, fees and expenses with respect to the Security Accounts or any request of the customer and security holders hereunder); and
4. will pay all sums received by us for the account of the Obligor to a Security Account of the Obligor with us.

You agree and acknowledge that:

5. we may rely on any notice, instruction, direction, communication or other document or information believed by us to be genuine and correct which have been signed or communicated by the person by who it purports to be signed and communicated and we shall not be liable for the consequences such as we have no obligation whatsoever to verify the facts or matters stated therein as trustee and correct, including whether the terms of any agreement between the Obligors and yourself has been complied with or the making of any enquiry as to whether an Obligor Enforcement Notice has been served;
6. we shall not be obliged to comply with any instructions received if due to circumstances which are not within our direct control, we are unable to comply with such instructions or to comply with those instructions should breach a court order or be contrary to applicable law or regulation; and
7. nothing will deem us to be a trustee or other fiduciary with respect to the Security Accounts and the relationship of [•] to the Obligor Security Trustee shall be that of banker and accountholder only.

Nothing contained in any of our arrangements with you shall commit us to providing any facilities or making advances available to the Obligor.

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

Yours faithfully,

.....
(Authorised signatory)
[•]

SCHEDULE 6 : FORMS OF NOTICE AND ACKNOWLEDGEMENT RELATING TO BENEFICIAL INTEREST

PART 1 : NOTICE OF ASSIGNMENT

To: [Property Manager]

Copy: CBRE Loan Services Limited, as Obligor Security Trustee

[Date]

Dear Sirs,

Obligor Deed of Charge dated [•] 2020 between, amongst others, [•] and [•] (the “Obligor Deed of Charge”)

This letter constitutes notice to you that under the Obligor Deed of Charge, [•] and [•] (the “Obligors”) have each assigned to the Obligor Security Trustee all of their rights in respect of the Beneficial Interests.

Subject to any other instructions given to you by the Obligor Security Trustee, you are instructed to deal with the Beneficial Interests as if the assignment referred to above had not taken place, save that you are not authorised to recognise the exercise by the Obligors of any right to vary or terminate the trust created by the Declaration of Trust unless the prior written consent of the Obligor Security Trustee to such exercise has been obtained.

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

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

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

Please send to the Obligor Security Trustee at [•], Fax: +[•], Attention: [•], with a copy to us the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

Yours faithfully,

.....
(Authorised signatory)
[name]
[•]

.....
(Authorised signatory)
[name]
[•]

PART 2 : ACKNOWLEDGEMENT

To: [•]

Copy: CBRE Loan Services Limited, as Obligor Security Trustee

[Date]

Dear Sirs,

Obligor Deed of Charge dated [•] 2020 between, amongst others, [•] and [•] (the “Obligor Deed of Charge”)

We confirm receipt of the notice of assignment dated [•] relating to the Obligor Deed of Charge. We further acknowledge that the assignment is effective to confer on you the benefit of the Beneficial Interests.

We confirm that as at the date of this acknowledgment we have not received from any other person any notice of assignment or charge of, or of any interest in the Beneficial Interests.

We accept the instructions contained in the notice and agree to comply with the notice.

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

Yours faithfully,

.....
(Authorised signatory)
[Property Manager]

SCHEDULE 7 : FORM OF SUPPLEMENTAL MORTGAGE

THIS DEED is dated [•] and made

BETWEEN:

- (1) [•] (registered number [•]) (the "Obligor"); and
- (2) **CBRE Loan Services Limited**, (the "Obligor Security Trustee"), a company incorporated in England and Wales with limited liability (registered number 05469838) as trustee for itself and each of the other Obligor Secured Creditors (as defined below), which expression shall include such company and all other persons for the time being acting as the security trustee under the STID.

BACKGROUND:

- (A) The Obligor has entered into a deed of charge dated [•] 2020 (the "Deed of Charge") between the Obligor and the Obligor Security Trustee.
- (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 Deed of Charge 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 Deed of Charge apply to this Deed as if set out in full in this Deed with all necessary changes.

1.3 Designation

This Deed is an Obligor Transaction Document.

2. Incorporation of IBFA and STID

The provisions of Clause 2.2 (*Incorporation of IBFA and STID*) shall apply to this Deed as if set out in full in this Deed with all necessary changes.

3. Creation of Security

3.1 Security generally

(A) All Security:

- (1) is created in favour of the Obligor Security Trustee as trustee for itself and each of the other Obligor Secured Creditors;

- (2) is created over the present and future assets, rights, title and interest of the Obligor;
 - (3) is continuing security for the payment or discharge of the Obligor Secured Liabilities and shall remain in full force and effect unless and until discharged, cancelled and released by the Obligor Security Trustee; and
 - (4) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (B) The Obligor is not obliged to assign or charge or otherwise secure a contract or any Real Property or any other assets under or pursuant to this Deed where that assignment or charge or other security would contravene a prohibition in a contract or a lease with a third party. If the Obligor (acting reasonably) determines that such contract or any Real Property is material it shall notify the Obligor Security Trustee accordingly. Following any such notification, the Obligor shall use all reasonable endeavours to obtain any consent necessary to enable the assignment or charge or other security.
- (C) This Security will secure all amounts which the Obligor may receive, or has received, under any contract or in connection with any Real Property which is not assigned or charged or otherwise secured because such an assignment or charge or other security would contravene a prohibition in a contract or a lease with a third party but will exclude the contract or Real Property itself.
- (D) The Obligor Security Trustee holds the benefit of this Deed on trust for the Obligor Secured Creditors pursuant to and subject to the provisions of the STID.
- (E) The fact that no or incomplete details of any Security Asset are inserted in the Schedule to this Deed does not affect the validity or enforceability of this Security.
- (F) No part of the Security intended to be created pursuant to this Deed will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Obligor Secured Liabilities.
- (G) This Security will be cumulative, in addition to and will not operate so as in any way to limit or affect (or be limited or affected by) the Security Interest constituted by any:
- (1) deposit which may already have been made or may hereafter be made with the Obligor Security Trustee (in any branch or office whatsoever) of any title deeds or documents (whether relating to the Security Assets or otherwise); or
 - (2) bill, note, guarantee, Security Interest or remedy on any property (whether real or personal) which the Obligor Security Trustee (in whatever branch or office) may now or at any time hereafter hold,
- for or in respect of the Obligor Secured Liabilities or any other obligations or any rights, powers and remedies provided by law, to the intent that the Security Interest from time to time constituted under this Deed will not merge with any other Security Interest (whether or not constituted under this Deed).
- (H) This Deed and any other Transaction Obligor Security Document (subject to any applicable laws) shall remain valid and enforceable notwithstanding any change in the name, composition or constitution of the Obligor Security Trustee or the Obligor or any amalgamation or consolidation by the Obligor Security Trustee or the Obligor

with any other corporation (whether, in the case of the Obligor, permitted by the Obligor Transaction Documents or not).

- (I) No fixed Security Interest from time to time constituted under this Deed shall extend to any asset situated outside England and Wales to the extent that, and for so long as, any such fixed Security Interest would be invalid or unenforceable under the laws of the jurisdiction in which such asset is situated.

3.2 Land

- (A) The Obligor charges:

- (1) by way of a first legal mortgage all Real Property belonging to it, including the freehold or leasehold property (if any) specified Part 1 of the Schedule to this Deed (*Real Property*); and
- (2) (to the extent that they are not the subject of a mortgage under Sub-Paragraph (1) above) below by way of first fixed equitable charge all other Real Property now owned by it and all Real Property acquired by it in the future and all Related Rights.

- (B) A reference in this Deed to any freehold or leasehold property includes:

- (1) all buildings, erections, fixtures, fittings (including trade fixtures and fittings) and plant and machinery on that property owned by the Obligor and its interest in any plant or machinery in its possession;
- (2) any licence or agreement for lease relating to that property and any beneficial interest in the proceeds of such licences or agreements or the right to recover such proceeds; and
- (3) the benefit of any covenants for title given or entered into by any predecessor in title of the Obligor in respect of that property and any moneys paid or payable in respect of those covenants.

3.3 Contracts relating to the development or refurbishment of a Property

The Obligor charges by way of a first fixed charge all building contract(s), professionals' and contractors' appointments, construction warranties and any guarantee, covenant or other document relating to the development or refurbishment of any Property and all Related Rights.

3.4 Insurances

- (A) The Obligor assigns absolutely, subject to a proviso for reassignment on redemption, all of its Insurances and all Related Rights (including all moneys paid and payable in respect of such Insurances).
- (B) To the extent that they are not effectively assigned under Paragraph (A) above, each Obligor charges by way of first fixed charge all amounts and rights described in Paragraph (A) above.

3.5 Certain contracts

- (A) Except as provided below, to the extent not effectively mortgaged or charged pursuant to Clause 3.2(A), the Obligor assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights, title and interest:
- (1) in respect of the Obligor Transaction Documents (excluding this Deed and the STID) to which it is a party;
 - (2) under each Lease Document to which it is a party;
 - (3) in respect of all Rental Income and Service Charge to which it is entitled and the right to make demand for and receive the same;
 - (4) under any guarantee of Rental Income and/or Service Charge to which it is entitled contained in or relating to any Lease Document;
 - (5) in respect of all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting that Obligor in respect of any Real Property;
 - (6) under any agreement relating to the purchase of any Real Property by such Obligor;
 - (7) in respect of each Beneficial Interest of the Obligor; and
 - (8) in respect of each Specified Contract listed in Part 2 of the Schedule to this Deed (*Specified Contracts*) to which the Obligor is a party or of which it has the benefit and all proceeds paid or payable to the Obligor thereunder,
- together, in each case, with all Related Rights.
- (B) To the extent that any right described in Paragraph (A) above is not assignable or capable of assignment, the assignment of that right purported to be effected by Paragraph (A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Obligor 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 Subclause of this Clause and are not effectively assigned under Paragraphs (A) or (B) above, the Obligor charges by way of first fixed charge all of its rights under each agreement and document to which it is a party.

4. Restrictions on Dealing

The Obligor may not:

- (A) create or permit to subsist any Security Interest on any Mortgaged Property, Security Asset or other asset; or
- (B) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

except as expressly permitted under or required by the IBFA or any other Obligor Transaction Document.

5. **Miscellaneous**

With effect from the date of this Deed:

- (A) the Deed of Charge and this Deed shall be read and construed together as one deed; and
- (B) any reference in the Deed of Charge to this Deed and similar phrases shall include this Deed and all references in the Deed of Charge 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).

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

PART 1: REAL PROPERTY

	Property Description	Legal Property Description	Title Number	Registered Proprietor
1.				

PART 2: SPECIFIED CONTRACTS

Name of Company with which contract is held	Details

EXECUTION PAGE TO SUPPLEMENTAL MORTGAGE

Obligors

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

in the presence of:

Witness Signature:

Witness name:

Witness Address:

Obligor Security Trustee)
)
EXECUTED as a DEED by)
CBRE Loan Services Limited)
acting by)

.....

Attorney

in the presence of:

Witness Signature:

Name:.....

Address:

.....

SIGNATORIES

Obligors

EXECUTED as a DEED by
FOLIO TREASURY LIMITED
acting by its duly authorised signatory

)
)
) *Paul Shillif*

In the presence of:

Witness Signature:

[Signature]

Witness Name:

LUKE BEVIS

Witness Address:

Devonshires Solicitors LLP
30 Finsbury Circus
London
EC2M 7DT

EXECUTED as a DEED by
FOLIO TREASURY HOLDINGS LIMITED
acting by its duly authorised signatory

)
)
) *Paul Shillif*

In the presence of:

Witness Signature:

[Signature]

Witness Name:

LUKE BEVIS

Witness Address:

Devonshires Solicitors LLP
30 Finsbury Circus
London
EC2M 7DT

EXECUTED as a DEED by
FOLIO BAKERSFIELD LIMITED
acting by its duly authorised signatory

)
)
) *Paul Shillif*

In the presence of:

Witness Signature:

[Signature]

Witness Name:

LUKE BEVIS

Witness Address:

Devonshires Solicitors LLP
30 Finsbury Circus
London
EC2M 7DT

EXECUTED as a DEED by
FOLIO CITY PARK WEST LIMITED
acting by its duly authorised signatory

)
)
)

Paul Shill

In the presence of:

Witness Signature:

[Signature]

Witness Name:

LUKE BEVIS

Witness Address:

Devonshires Solicitors LLP
30 Finsbury Circus
London
EC2M 7DT

EXECUTED as a DEED by
FOLIO STERLING PLACE LIMITED
acting by its duly authorised signatory

)
)
)

Paul Shill

In the presence of:

Witness Signature:

[Signature]

Witness Name:

LUKE BEVIS

Witness Address:

Devonshires Solicitors LLP
30 Finsbury Circus
London
EC2M 7DT

EXECUTED as a DEED by
FOLIO NEW GARDEN
QUARTER LIMITED
acting by its duly authorised signatory

)
)
)
)

Paul Shill

In the presence of:

Witness Signature:

[Signature]

Witness Name:

LUKE BEVIS

Witness Address:

Devonshires Solicitors LLP
30 Finsbury Circus
London
EC2M 7DT

EXECUTED as a DEED by
FOLIO PORTER'S EDGE LIMITED
acting by its duly authorised signatory

)
)
) Paul Shillif

In the presence of:

Witness Signature:



Witness Name:

LUKE BEVIS

Witness Address:

Devonshires Solicitors LLP
30 Finsbury Circus
London
EC2M 7DT

EXECUTED as a DEED by
FOLIO ST JAMES LIMITED
acting by its duly authorised signatory

)
)
) Paul Shillif

In the presence of:

Witness Signature:



Witness Name:

LUKE BEVIS

Witness Address:

Devonshires Solicitors LLP
30 Finsbury Circus
London
EC2M 7DT

EXECUTED as a DEED by
FOLIO BUILDINGS LIMITED
acting by its duly authorised signatory

)
)
) Paul Shillif

In the presence of:

Witness Signature:



Witness Name:

LUKE BEVIS

Witness Address:

Devonshires Solicitors LLP
30 Finsbury Circus
London
EC2M 7DT

EXECUTED as a DEED by
FOLIO NEW HENDON VILLAGE LIMITED)
acting by its duly authorised signatory)

Paul Shill

In the presence of:

Witness Signature:

LB

Witness Name:

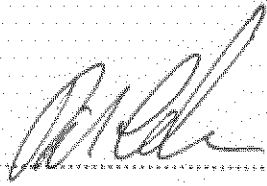
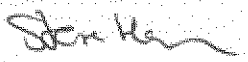
LUKE BEVIS

Witness Address:

Devonshires Solicitors LLP
30 Finsbury Circus
London
EC2M 7DT

Obligor Security Trustee

CBRE LOAN SERVICES LIMITED
acting by a duly authorised signatory

) 
) 

Authorised signatory:

Name:

PIOTR TOKARSKI
Authorised Signatory

Title:

STEVEN HARLE
Authorised Signatory