



**Registration of a Charge**

Company Name: **HGIT COVENTRY LIMITED**

Company Number: **13056621**



XC6L79D5

Received for filing in Electronic Format on the: **27/06/2023**

**Details of Charge**

Date of creation: **26/06/2023**

Charge code: **1305 6621 0004**

Persons entitled: **DEKABANK DEUTSCHE GIROZENTRALE**

Brief description:

**Contains fixed charge(s).**

**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: **BRYAN CAVE LEIGHTON PAISNER LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 13056621

Charge code: 1305 6621 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th June 2023 and created by HGIT COVENTRY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th June 2023 .

Given at Companies House, Cardiff on 28th June 2023

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**

**APPLEBY**

Dated 26 June 2023

- (1) **HGIT COVENTRY LIMITED**
- (2) **DEKABANK DEUTSCHE GIROZENTRALE**

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**SUPPLEMENTAL SECURITY INTEREST AGREEMENT**

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relating to deposit accounts held with HSBC Bank plc

We certify that, save for material redacted pursuant to s.859G Companies Act 2006, this copy instrument is a correct copy of the original instrument.

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**THIS SUPPLEMENTAL SECURITY AGREEMENT** is dated 26 June 2023

## **PARTIES**

- (1) **HGIT COVENTRY LIMITED**, a company incorporated under the laws of England and Wales with registered number 13056621, whose registered office is at 8 Sackville Street, London, United Kingdom, W1S 3DG (the **Grantor**); and
- (2) **DEKABANK DEUTSCHE GIROZENTRALE**, acting in its capacity as security agent for the Secured Parties (the **Security Agent**).

## **BACKGROUND**

- (A) The Grantor and the Security Agent previously entered into the Existing Security Agreement. The Existing Security Agreement creates a security interest over the Collateral under the Security Interests Law.
- (B) The Grantor and the Security Agent enter into this Security Agreement in connection with Amendment Agreement for the purposes of creating supplemental (second ranking) security interests.
- (C) The Grantor is satisfied that entering into this Security Agreement is for its purposes and to its benefit.

## **AGREED TERMS**

### **1. DEFINED TERMS AND INTERPRETATION**

#### **1.1 Defined terms**

In this Security Agreement unless the context otherwise requires:

**Accounts:** means the Blocked Accounts and the Unblocked Accounts maintained in Jersey including without limitation all cash, interest and other property and rights credited to or deriving from them.

**Account Bank:** means, in respect of an Account, the bank or other institution with which that Account is held.

**Account Security Acknowledgment:** means an acknowledgement of an Account Security Notice in form and substance satisfactory to the Security Agent.

**Account Security Notice:** means, in respect of an Account, a notice to be given to the Account Bank in form and substance satisfactory to the Security Agent.

**Amendment Agreement:** means the amendment and restatement deed dated on or about the date hereof between, amongst others, the Grantor and the Security Agent.

**Article 55 BRRD:** means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

**Attorney:** means:

- (a) the Security Agent;
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Security Agent; and
- (c) any person who may act on the Security Agent's behalf to be its attorney generally.

**Authorisation:** has the meaning given to that term in the Facility Agreement.

**Bail-In Action:** means the exercise of any Write-down and Conversion Powers.

**Bail-In Legislation:** means:

- (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;
- (b) in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation; and
- (c) in relation to the United Kingdom, the UK Bail-In Legislation.

**Blocked Account:** means each Account specified as such in Schedule 1.

**Business Day:** has the meaning given to that term in the Facility Agreement.

**Collateral:** means:

- (a) the Accounts; and
- (b) any proceeds derived directly or indirectly from a dealing with the Accounts or from a dealing of such proceeds,

and for the avoidance of doubt includes any after-acquired property falling within any of the above.

**Default Rate:** means the rate at which default interest is payable under clause 8.4 (*Default Interest*) of the Facility Agreement.

**EEA Member Country:** means any member state of the European Union, Iceland, Liechtenstein and Norway.

**EU Bail-In Legislation Schedule:** means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

**Event of Default:** means any of the events specified in clause 14.1 (*Events of Default*) of this Security Agreement.

**Existing Security Interest Agreement:** means the security interest agreement dated 19 October 2021 made between the Grantor and the Security Agent in relation to the Collateral.

**Existing Security Interests:** means the security interest(s) created by or which provision is made in the Existing Security Agreement.

**Facility Agreement:** means the term loan facility agreement in relation to a portfolio of logistic properties originally dated 30 June 2020 and made between, amongst others, the Grantor (as borrower) and the Security Agent (as security agent) and any agreement entered into under or supplemental to it or amending, restating or novating it, including the Amendment Agreement.

**Finance Document:** has the meaning given to that term in the Facility Agreement.

**Jersey:** means the Bailiwick of Jersey.

**Resolution Authority:** means any body which has authority to exercise any Write-down and Conversion Powers.

**Secured Liabilities:** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document including for the avoidance of doubt any obligations and liabilities in respect of any further advances.

**Secured Party:** has the meaning given to that term in the Facility Agreement.

**Security:** means each and every Security Interest created or intended to be created under or pursuant to this Security Agreement.

**Security Interest:** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect and without limit to the foregoing shall include an interest in property created pursuant to the provisions of the Security Interests Law.

**Security Interests Law:** means the Security Interests (Jersey) Law 2012.

**Security Period:** means the period beginning on the date of this Security Agreement and ending on the date on which the Security Agent is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

**Transaction Obligor:** has the meaning given to that term in the Facility Agreement.

**UK Bail-In Legislation:** means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

**Unblocked Account:** means each Account specified as such in Schedule 1.

**Write-down and Conversion Powers:** means:

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;
- (b) in relation to any other applicable Bail-In Legislation:
  - (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and
  - (ii) any similar or analogous powers under that Bail-In Legislation; and
- (c) in relation to the UK Bail-In Legislation any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers.

## 1.2 Construction

In this Security Agreement:

- (a) capitalised words and expressions which are not otherwise defined shall have the meaning given to them in the Facility Agreement;
- (b) the expressions **Grantor**, **Transaction Obligor**, **Secured Party** and **Security Agent** shall respectively be deemed to include successors in title, permitted assigns and permitted transferees;
- (c) references to the Collateral include references to any part thereof;
- (d) references to clauses and schedules are, unless otherwise specified, to clauses and schedules hereof;



- (e) references to (or to any provision of) any agreement, deed or other instrument or any memorandum and articles of association, trust instrument or other constitutional document is to be construed as a reference to it as it may have been or hereafter be, from time to time amended, varied, supplemented, restated or novated (however fundamentally) in accordance with the terms of the Finance Documents;
- (f) without prejudice to the generality of the above, references to a **Finance Document** and to any provision of it shall be construed as references to it in force for the time being and as amended, varied, supplemented, restated, substituted or novated from time to time including, for the avoidance of doubt, any amendment, variation, supplement, restatement or substitution that increases the amount of any loan or credit facility made available under any Finance Document or increases the amount of any interest, fees, costs or expenses or any other sums due or to become due under any Finance Document or extends the date for full and final repayment of the facility made available under any Finance Document;
- (g) reference to a statute, statutory instrument, by-law, rule, regulation, order, notice, direction, consent or permission is to be construed as a reference to it as the same may have been or may from time to time hereafter be amended or re-enacted;
- (h) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (i) references to consents shall include references to any approvals, authorisations, consents, licences, permits and/or registrations;
- (j) reference to the **constitutional documents** of a person includes that persons certificate of incorporation, memorandum and articles of association, partnership agreement, trust instrument, declaration of trust, by-laws or similar or other constitutional documents establishing and governing the operation of such person including, in respect of a Transaction Obligor, those referred to in any certificate delivered by such Transaction Obligor pursuant to the terms of the Facility Agreement;
- (k) reference to an **Event of Default** being continuing means that it is continuing for the purposes of the terms of the Facility Agreement;
- (l) references to an Attorney shall include a reference to any substitute attorney;
- (m) references to a representative of the Security Agent shall include any Attorney, agent, trustee, delegate, nominee or other representative;
- (n) subject always to the terms of this Security Agreement, references to an **Account** includes reference to any sub-accounts, any re-designation of any of those accounts, any successor account or other account or sub-account which derives (in whole or in part) from any of those accounts, and any account or sub-account substituted as any such account;

- (o) unless the context otherwise requires, terms defined in the Security Interests Law shall have the same meaning when used in this Security Agreement;
- (p) words importing the singular shall include the plural and the masculine shall include the feminine and neutral genders and vice versa;
- (q) clause headings are used for convenience only and shall not affect the interpretation hereof; and
- (r) to the extent that there is a conflict or inconsistency between the provisions of the Facility Agreement and this Security Agreement, the provisions of the Facility Agreement shall prevail, unless this would prejudice the Security Interests constituted or intended to be constituted by this Security Agreement, or be contrary to the requirements of the Security Interests Law.

### **1.3 Execution by Security Agent**

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

## **2. CONFIRMATION OF THE EXISTING SECURITY INTERESTS**

The Grantor acknowledges and confirms for the benefit of the Security Agent that:

- (a) notwithstanding the entry into this Security Agreement the parties agree that the entry into this Security Agreement by the Grantor and the performance by the Grantor of its obligations hereunder shall not cause any breach or event of default under the Existing Security Interest Agreement. The Existing Security Interest Agreement shall remain in full force and effect notwithstanding the entry by the parties into this Security Agreement; and
- (b) the Security is supplemental to the Existing Security Interests and any reference to the Security being first priority or any representation or undertaking that the Security is first priority, shall be subject to the Existing Security Interests and shall be construed accordingly.

## **3. COVENANT TO PAY**

The Grantor covenants that it shall:

- (a) on demand, pay and discharge each and all of the Secured Liabilities when they fall

due for payment in accordance with the Finance Documents; and

- (b) indemnify and keep each Secured Party indemnified from and against all actions, charges, claims, costs, damages, proceedings and other liabilities occasioned by any breach of any covenant or other obligation of the Grantor to that Secured Party).

#### **4. CREATION OF SECURITY**

To give security to the Security Agent for the payment and discharge of the Secured Liabilities, the Grantor grants to the Security Agent a first ranking security interest under the Security Interests Law extending to all of its right, title and interest, present and future, in and to the Collateral.

#### **5. ATTACHMENT**

##### **5.1 Confirmation of attachment**

The Grantor agrees that:

- (a) in respect of the Accounts, the Security Interests in that Collateral will attach by the Security Agent having control of that Collateral in accordance with clause 6 (*Control*); and
- (b) without prejudice to clause 5.1(a) (*Confirmation of attachment*), in the case of any Collateral that is, for any reason or at any time, not within the possession or control of the Security Agent, the Security Interests in that Collateral will attach to such Collateral by virtue of Article 18(1)(c)(ii) of the Security Interests Law.

##### **5.2 Point of attachment**

The Grantor agrees that the Security will attach:

- (a) to the extent that the Collateral is not after-acquired property, immediately upon execution of this Security Agreement; and
- (b) to the extent that the Collateral is after-acquired property, immediately on the Grantor acquiring any rights in such Collateral (without the need for any specific appropriation of the property).

##### **5.3 Value given**

The Grantor acknowledges, warrants and represents that value has been given by the Security Agent in respect of this Security Agreement.

#### **6. CONTROL**

##### **6.1 Assignment and compliance with instructions**

The Grantor agrees that, for the purposes of Articles 3(3) and 18(1)(c)(i) of the Security Interests Law, the Security Agent has control of each Account and the Grantor hereby:

- (a) assigns (by way of security) all its right, title, and interest (present and future) in

and to the Accounts to the Security Agent and agrees to give notice of the assignment to each Account Bank by serving an Account Security Notice; and

- (b) agrees to direct the Account Bank to comply with instructions from the Security Agent in directing the disposition of funds from the Accounts in accordance with the Account Security Notice.

## **7. PERFECTION**

### **7.1 Means of perfection**

The Grantor and the Security Agent agree for the purpose of Article 22 of the Security Interests Law that the Security shall be perfected by:

- (a) the Security Agent having control of the Accounts for the purpose of Article 22(3) of the Security Interests Law; and/or
- (b) at the option of the Security Agent, by the registration of a financing statement in accordance with Article 22(4) of the Security Interests Law.

### **7.2 More than one method of perfection**

Nothing in this clause 7 (*Perfection*) shall preclude the Security Agent from pursuing more than one method of perfecting the Security.

### **7.3 Registration**

For the avoidance of doubt, the Security Agent may register any financing statements or financing change statements it thinks fit during the Security Period as a means of continuously perfecting the Security.

### **7.4 Waive delivery of statements**

The Grantor waives any right it has to receive a copy of any financing statement, financing change statement or verification statement.

## **8. SECURITY NOTICES AND ACKNOWLEDGEMENTS**

### **8.1 Delivery of notices and acknowledgments**

The Grantor shall on or before the date of this Security Agreement deliver to the Security Agent an Account Security Notice in respect of each of the Accounts listed in Schedule 1 duly signed by it and a corresponding Account Security Acknowledgement duly signed by the Account Bank.

### **8.2 Authority to date**

The Grantor irrevocably authorises the Security Agent (without exercising its power of enforcement) to complete, date and deliver any document or notice delivered by it pursuant to this Security Agreement.

## **9. NATURE OF SECURITY**

### **9.1 Security continuing**

The Security Interests constituted by this Security Agreement shall be a continuing obligation and not be discharged by any partial or intermediate payment or performance of the Secured Liabilities but shall be a continuing security and without limitation will extend to cover payment of the ultimate balance of the Secured Liabilities and of all costs and expenses incurred by the Security Agent and the Secured Parties in connection herewith or in enforcing the payment or performance of the Secured Liabilities and such costs and expenses will be included in and form part of the Secured Liabilities.

### **9.2 Security independent**

The Security Interests constituted by this Security Agreement shall:

- (a) take effect as security for the whole and every part of the payment or performance of the Secured Liabilities and shall be independent of and in addition to and shall not be prejudiced or be affected by and shall not affect or prejudice any other security now or hereafter held by the Security Agent in respect of the payment or performance of the Secured Liabilities; and
- (b) in respect of any other property from time to time comprising the Collateral be deemed to be separate and independent and the invalidity or failure of this Security Agreement to take full effect in respect of any such other property for any reason whatsoever shall not affect the validity hereof in relation to such other property.

### **9.3 Further advances**

The Security Interest constituted by this Security Agreement shall not be affected or discharged by the Security Agent determining increasing or varying any credit or banking facilities of the Grantor or any other Transaction Obligor, including for the avoidance of doubt any further advance, or any amendment made to any of the Finance Documents.

## **10. REPRESENTATIONS AND WARRANTIES**

### **10.1 Time representations given and warranties made and repeated**

The Grantor makes the representations and gives the warranties set out in this clause 10 (*Representations and warranties*) to the Security Agent on the date of this Security Agreement and, save for any express provision to the contrary in this clause, they are deemed to have been repeated, by reference to the facts and circumstances then existing, on each date that any representation or warranty made in the Facility Agreement is repeated or deemed repeated.

### **10.2 The Grantor**

It has, prior to its execution of this Security Agreement, disclosed to the Security Agent all of its previous names.

### 10.3 The Collateral

- (a) For the purposes of Article 18(1)(b) of the Security Interests Law, it has (or will have on acquisition) rights in all the Collateral and the power to grant rights in the Collateral to the Security Agent.
- (b) Subject to any Security Interests created pursuant to the Finance Documents, it legally and beneficially owns all the Collateral.

### 10.4 The Accounts

- (a) The Accounts are or will be (as the case may be) freely assignable without the consent, permission or authority of the Account Bank or any other person (or if such consent, permission or authority is required it has been obtained) and the assignment (by way of security) of the Collateral herein contained, together with the giving of the relevant Account Security Notice, will transfer title to the Accounts to the Secured Party by way of a legal, valid, binding and enforceable assignment of such title, subject to the Existing Security Interests.
- (b) As at the date of this Security Agreement, the details of the Accounts included in Schedule 1 are the full, correct and complete details of the "Rent Account", "Deposit Account", "Cure Account" and "General Account" as defined in the Facility Agreement.

### 10.5 Reliance

The Grantor acknowledges that the Security Agent enters into this Security Agreement in reliance on the representations and warranties given in this clause 10 (*Representations and warranties*).

## 11. UNDERTAKINGS

### 11.1 Undertakings

The Grantor gives the undertakings set out in this clause 11 (*Undertakings*) to the Security Agent and they shall remain in force throughout the Security Period.

### 11.2 Compliance with laws and other obligations

- (a) At all times to comply with the terms (express or implied) of this Security Agreement and of all contracts relating to the Secured Liabilities.
- (b) To remain liable to observe and perform all conditions and obligations imposed on it or assumed by it in respect of the Collateral.
- (c) To make all payments which may be or become due in respect of the Collateral or any part thereof.

### 11.3 Negative pledge

Except as expressly allowed under the Facility Agreement or this Security Agreement, the Grantor must not create or permit to subsist any Security Interest on any of its Collateral.

#### **11.4 Disposals**

Except as expressly allowed under the Facility Agreement or this Security Agreement, the Grantor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any of its Collateral.

#### **11.5 Information undertakings**

- (a) To deliver to the Security Agent all accounts, circulars, notices, prospectuses, reports or any other communications of whatever nature relating to the Collateral forthwith on receipt thereof.
- (b) If the Grantor serves notice of a demand for registration of a financing change statement on the Security Agent by means of the Jersey Financial Services Commission's Security Interests Register website, it will also serve such notice on the Security Agent in accordance with clause 20 (*Notices*).
- (c) If the Grantor changes its name, it shall notify the Security Agent in writing of any such new name not less than five Business Days after the date upon which such change of name took effect.

#### **11.6 Reliance**

The Grantor acknowledges that the Security Agent enters into this Security Agreement in reliance on the undertakings given in this clause 11 (*Undertakings*).

#### **12. FURTHER ASSURANCE**

The Grantor shall execute and do at its own cost and in such form as is reasonably required by the Security Agent:

- (a) such further additional mortgages, charges, assignments, transfers and conveyances; and
- (b) such assurances, deeds, documents, acts and things,

as the Security Agent may reasonably require to perfect or protect the security created by this Security Agreement and/or facilitate or effect any dealing with the Collateral in connection with this Security Agreement.

#### **13. OPERATION OF ACCOUNTS**

Each Account shall be operated or otherwise dealt with in accordance with the provisions of the Facility Agreement.

##### **13.1 Restrictions on Grantor**

Notwithstanding any other provision of this clause 13 (*Operation of Accounts*) the Grantor must not:

- (a) make any withdrawal that would result in the Accounts becoming overdrawn;
- (b) do anything that would result in the Security Agent owing any obligation or being liable to any Account Bank; neither/nor
- (c) whilst an Event of Default is continuing, operate the Accounts.

### **13.2 Rights of Security Agent**

Notwithstanding any other provision of this clause 13 (*Operation of Accounts*) the Security Agent may, at any time whilst a Default is continuing:

- (a) give notice to any Account Bank terminating the right of the Grantor to operate an Account; and/or
- (b) replace any mandate in place for an Account with a new mandate pursuant to which only authorised signatories of the Security Agent are able to operate the Accounts.

### **13.3 No implied consent to dealing**

Save as expressly set out in this clause 13 (*Operation of Accounts*), nothing in this Security Agreement shall be taken to impliedly or otherwise authorise any dealing in the Collateral for the purposes of Article 24 of the Security Interests Law.

## **14. ENFORCEMENT**

### **14.1 Events of Default**

Notwithstanding any other provision of this Security Agreement, there shall be an Event of Default upon the occurrence of any "Event of Default" as that term is defined in the Facility Agreement.

### **14.2 When enforceable**

The power of enforcement in respect of the Security will become exercisable over the Collateral immediately when:

- (a) an Event of Default is continuing; and
- (b) the Security Agent has served on the Grantor written notice specifying the Event of Default.

### **14.3 Powers**

The Security Agent may exercise any power of enforcement set out in Article 43 (*Enforcement*) of the Security Interests Law in relation to all or any part or item of Collateral and as many times as the Security Agent thinks fit.



#### **14.4 Exercise of power of sale**

The Security Agent may exercise the power of sale over the whole or any part of the Collateral, in any way, at any time, on such terms and in whatever order or combinations as it thinks fit including (without limitation):

- (a) by auction, public tender, private sale or another method;
- (b) for cash, investment securities or other valuable consideration;
- (c) that payment of all or any of the purchase price is deferred or is paid in instalments spread over any period (with or without interest or security);
- (d) in one lot or in parcels;
- (e) whether or not in conjunction with the sale of other property by the Security Agent;
- (f) with or without special provisions as to title; or
- (g) to the Security Agent or any subsidiary of the Security Agent or any subsidiary of any holding body of the Security Agent.

#### **14.5 Waiver of rights**

The Grantor waives its right to:

- (a) receive notice pursuant to Article 44(4) of the Security Interests Law; and/or
- (b) reinstate this Security Agreement pursuant to Article 54 of the Security Interests Law.

#### **14.6 Protection of third parties**

No person (including a purchaser) dealing with the Security Agent shall be concerned to enquire:

- (a) whether any Event of Default has occurred or is continuing;
- (b) whether the Secured Liabilities have become payable;
- (c) whether any power which the Security Agent or any person who may act on its behalf are purporting to exercise has become exercisable;
- (d) as to the propriety or regularity of any of its actions;
- (e) whether any money remains due under the Finance Documents; or
- (f) how any money paid to the Security Agent is to be applied.

**14.7 Statement of account**

Within 14 days after the day on which any Collateral is appropriated or sold, the Security Agent will give a written statement of account, prepared in accordance with Article 48 of the Security Interests Law, to the Grantor and any other person entitled to receive it.

**14.8 Application of proceeds of enforcement**

Subject to the Security Interests Law, all moneys or value received or recovered by the Security Agent after the power of enforcement has become exercisable will be applied by it in accordance with the Facility Agreement.

**14.9 Prior claims**

Clause 14.8 (*Application of proceeds of enforcement*) is subject to the payment of any claim having priority over the Security.

**14.10 Payment of surplus into court**

The Security Agent may, if it thinks fit, pay any surplus from the proceeds of enforcement into court.

**14.11 Protection of Security Agent**

(a) To the extent permitted by law, neither the Security Agent nor any representative will be liable for any:

(i) conduct, delay, negligence or breach of duty in the exercise or non-exercise of any right or the performance of any obligation or duty under this Security Agreement or provided by law; or

(ii) loss (including direct, indirect or consequential loss) that results from anything referred to in clause 14.11(a)(i) (*Protection of Security Agent*),

unless it arises from gross negligence or wilful misconduct.

(b) In exercising the power of enforcement, the Security Agent will not become liable to pay or discharge the liabilities or obligations of the Grantor in relation to any Collateral (for which the Grantor will remain liable).

**14.12 Liabilities of the Grantor**

(a) Notwithstanding any other provision of this Security Agreement, the Grantor shall continue to be responsible for all liabilities and obligations in respect of the Collateral and the Security Agent and the Secured Parties shall have no liability or obligation in relation to the Collateral or any matter or proceeding arising out of or related thereto whatsoever.

(b) Without prejudice to the generality of clause 14.12(a), the Security Agent shall be under no liability to the Grantor for failure to present any interest, coupon, bond or stock which may be called or drawn for repayment or redemption or to pay any calls, instalments or other payments which may become payable on or to accept any offer

relating to the Collateral or to notify the Grantor of any such matters.

#### **14.13 Contingencies**

Until the Secured Liabilities have been irrevocably paid in full, each Secured Party (or trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Grantor shall not be entitled to the benefit of the same; and
- (b) hold in an interest bearing suspense account any monies received from the Grantor or on account of the Grantor's liability under this Security Agreement.

#### **14.14 Non-monetary obligations**

Where any power of enforcement under this Security Agreement is exercised in relation to any non-monetary obligation of the Grantor, the monetary value of such obligation (for the purposes of Article 51 of the Security Interests Law) shall be the amount of the total losses, costs and expenses (including professional fees) suffered by the Secured Parties calculated on a full indemnity basis.

#### **14.15 No restriction on enforcement**

The Security Agent is not obliged to marshal, enforce, apply, appropriate, recover or exercise any security, guarantee or other right held by it, or any moneys or property that it holds or is entitled to receive, before the power of enforcement is exercised.

#### **14.16 Credit for proceeds or value received**

The Security Agent will be accountable (and the Grantor is entitled to be credited) only for actual value or proceeds received by the Security Agent arising from the appropriation, sale or other realisation of any Collateral by the Security Agent.

#### **14.17 Liability for shortfall**

If the value or proceeds of the appropriation, sale or other realisation of any Collateral are insufficient to discharge the Secured Liabilities in full, the Grantor will remain liable to the Security Agent for any shortfall.

#### **14.18 Prior Security Interests**

- (a) In addition to the powers specified above, the Security Agent may, at any time after this power of enforcement in this Security Agreement has become enforceable:
  - (i) redeem any prior Security Interest against any Collateral;
  - (ii) procure the transfer of that Security Interest (and any guarantee, document or right ancillary or collateral to it) to itself; and/or

(iii) settle and pass the accounts of the holder of that Security Interest and those accounts will be, in the absence of manifest error, conclusive and binding on the Grantor.

(b) All principal monies, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid by the Grantor to the Security Agent on demand.

## **15. RELEASE OF SECURITY**

### **15.1 Release and discharge**

Upon the expiry of the Security Period, the Security Agent will, at the request and cost of the Grantor, discharge the Security, release the Collateral from the Security and re-assign the Collateral that has been assigned to the Security Agent under this Security Agreement.

### **15.2 Discharge conditional**

No discharge will be of any effect if any security or payment given or made in respect of the Secured Liabilities is rescinded, avoided, reduced or invalidated whether in respect of any insolvency or otherwise.

## **16. POWER OF ATTORNEY**

### **16.1 Appointment of attorneys**

The Grantor, by way of security, irrevocably appoints each Attorney (with full power of substitution in accordance with Article 8 of the Powers of Attorney (Jersey) Law 1995) in its name and on its behalf to execute and deliver any documents and do or perfect anything which the Attorney shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Security Agreement and/or the value of any of the Collateral and/or for the purpose of enforcing the performance of the Grantor's obligations in connection with this Security Agreement provided that the Attorney shall only take any such action under this power of attorney on or at any time after the occurrence of an Event of Default which is continuing.

### **16.2 Ratification**

The Grantor ratifies and confirms all things lawfully done and all documents executed by an Attorney in the exercise or purported exercise of all or any of its powers.

### **16.3 Protection of third-parties**

The exercise of the above power of attorney by or on behalf of an Attorney shall not put any person dealing with an Attorney upon any enquiry as to whether any Event of Default has occurred and is continuing or whether the power of attorney is enforceable and the exercise by an Attorney of such power shall be conclusive evidence of such Attorney's right to exercise the same.

## **17. RIGHTS AND POWERS OF THE SECURITY AGENT**

### **17.1 Consents**

The giving by the Security Agent of any consent to the doing of any act, which by the terms of this Security Agreement requires the consent of the Security Agent, shall not prejudice the right of the Security Agent to give or withhold as it thinks fit its consent to the doing of any other such similar act.

### **17.2 Delegation**

- (a) The Security Agent may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.
- (b) That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.
- (c) The Security Agent shall not be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

### **17.3 Remedies cumulative**

Every power and remedy given to the Security Agent under this Security Agreement shall be in addition to and not a limitation of any and every other power and remedy vested in the Security Agent hereunder and all the powers so vested in the Security Agent may be exercised from time to time and as often as the Security Agent may deem expedient and the Security Agent shall, without prejudice to its other rights and powers under this Security Agreement, be entitled (but not bound) at any time after the occurrence of an Event of Default which is continuing and as often as may be necessary, to take any such action as it may in its absolute discretion think fit for the purpose of protecting the Security.

### **17.4 Protection of Collateral**

If the Grantor fails to make any payment in respect of the Collateral, the Security Agent may (but shall be under no obligation to) elect to make such payments on its behalf and any sums so paid by the Security Agent shall be repayable by the Grantor to the Security Agent on demand together with interest at the Default Rate from the date of such payment by the Security Agent and pending such repayment shall form part of the Secured Liabilities.

### **17.5 Unfettered discretion**

Any liberty, right or power which may be exercised or any determination which may be made under this Security Agreement by the Security Agent may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

## **17.6 Payments**

The Security Agent is not obliged to fulfil any obligation of the Grantor in respect of the Collateral or to make any payment, or make any enquiry as to the nature or sufficiency of any payment received by it or the Grantor, or to 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 Security Agreement.

## **18. WAIVER OF DEFENCES**

### **18.1 Waiver of defences**

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

- (a) any time, waiver or consent granted to, or composition with, the Grantor or other person;
- (b) the release of the Grantor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Grantor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Grantor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

### **18.2 Amalgamation or change in constitution**

This Security Agreement and the rights and benefits of the Security Agent and Secured Parties hereunder shall remain valid, binding and enforceable for all purposes notwithstanding any change (including change of name), amalgamation, consolidation or otherwise which may be made in the constitution of the company by which the business of

the Security Agent and Secured Parties may from time to time be carried on and shall be available to the entity carrying on that business for the time being.

**19. ASSIGNMENT**

**19.1 By Security Agent**

The Security Agent may assign or otherwise transfer all or any part of its rights under this Security Agreement in accordance with the terms of the Facility Agreement.

**19.2 By the Grantor**

The Grantor may not assign any of its rights or transfer any of its rights or obligations under this Security Agreement.

**20. NOTICES**

**20.1 Facility Agreement applies**

Any communication to be made under or in connection with this Security Agreement shall be made in accordance with clause 34 (*Notices*) of the Facility Agreement which shall apply to this Security Agreement mutatis mutandis as if set out in full herein.

**21. MISCELLANEOUS**

**21.1 Suspense account**

The Security Agent may credit any monies received from the enforcement of this Security Agreement to any suspense account in any manner and for such period as the Security Agent thinks fit.

**21.2 Competing rights**

The Grantor undertakes and agrees that it shall not at any time during the Security Period:

- (a) be subrogated to any rights, security or monies held, received or receivable by the Security Agent or be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of the Secured Obligations;
- (b) claim, rank, prove or vote as a creditor of a debtor of the Security Agent and Secured Parties or any of that debtor's estates in competition with the Security Agent and Secured Parties; nor
- (c) receive, claim or have the benefit of any payment, distribution or security from or on account of a debtor of the Security Agent and Secured Parties, or exercise any right of set-off as against a debtor of the Security Agent and Secured Parties, unless the Security Agent otherwise directs.

**21.3 Monies held on trust**

The Grantor shall hold on trust for and forthwith pay or transfer to the Security Agent any payment or distribution or benefit of security received by it or a sum equal to any right of

set-off exercised by it contrary to clause 21.2 (*Competing rights*) or shall do as otherwise directed by the Security Agent.

**21.4 No deduction or withholding**

- (a) All payments to be made by the Grantor under this Security Agreement must be made without deduction of any withholding, set-off or counterclaim.
- (b) If any deduction or withholding is required by any law or regulation in respect of any payment to be made to the Security Agent under this Security Agreement, the amount of the payment due will be increased to an amount which (after making any deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required.

**21.5 Waiver and consent in writing**

No amendment or variation of this Security Agreement or any waiver, consent or authorisation given hereunder shall be valid unless it is in writing and signed by the Security Agent.

**21.6 Severability**

If at any time one or more provisions of this Security Agreement becomes invalid, illegal or unenforceable in any jurisdiction, that shall not affect the validity or enforceability of any other provision of this Security Agreement or the validity or enforceability in other jurisdictions of that or any other provision of this Security Agreement.

**21.7 Counterparts**

This Security Agreement may be executed in any number of counterparts and this shall have the same effect as if the signatures on the counterparts were on a single copy of this Security Agreement.

**21.8 Contractual recognition of bail-in**

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the parties, each party acknowledges and accepts that any liability of any party to any other party under or in connection with this Security Agreement may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):
  - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
  - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
  - (iii) a cancellation of any such liability; and



- (b) a variation of any term of this Security Agreement to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

## **22. GOVERNING LAW, JURISDICTION AND WAIVER OF IMMUNITY**

### **22.1 Governing Law**

This Security Agreement shall be governed and construed in accordance with the laws of Jersey.

### **22.2 Jurisdiction**

The Grantor hereby irrevocably:

- (a) agrees to submit to the exclusive jurisdiction of the Jersey Courts in connection herewith; and
- (b) waives any objection which it may have now or hereafter to the commencement of any proceedings in any such court as is referred to in this clause 22 (*Governing law, jurisdiction and waiver of immunity*) and any claim that any such proceedings have been commenced in an inconvenient forum and further irrevocably agrees that a judgment in any proceedings brought in any such court as is referred to in this 22 (*Governing law, jurisdiction and waiver of immunity*) shall be conclusive and binding upon the Grantor and may be enforced in the court of any other jurisdiction.

### **22.3 Immunity from suit**

The Grantor irrevocably and unconditionally:

- (a) agrees not to claim any immunity from proceedings brought by the Security Agent against it in relation to this Security Agreement and to ensure that no such claim is made on its behalf;
- (b) consents generally to the giving of any relief or the issue of any process in connection with those proceedings; and
- (c) waives all rights of immunity in respect of itself or its assets.

## **23. SERVICE OF PROCESS**

### **23.1 Process agent**

Without prejudice to any other mode of service allowed under any relevant law, the Grantor who is not incorporated or resident in Jersey:

- (a) irrevocably appoints Crestbridge Corporate Services Limited, of 47 Esplanade, St Helier, Jersey JE1 0BD Jersey, as its agent for service of process in relation to any proceedings before the Jersey courts in connection with this Security Agreement; and

- (b) agrees that failure by an agent for service of process to notify the Grantor of the process will not invalidate the proceedings concerned.

### **23.2 Security Agent's right to appoint in default**

If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Grantor shall forthwith (and in any event within five Business Days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose.

**Schedule 1**  
**The Accounts**

<b>Account Bank</b>	HSBC Bank plc, Jersey Branch		
<b>Contact Details of Account Bank Contact</b>	Attention: Marc Gouyette Email: <a href="mailto:marc.gouyette@hsbc.com">marc.gouyette@hsbc.com</a> Address: HSBC House, Commercial Banking, St Helier, Jersey JE1 1HS		
<b>Designated account name</b>	<b>Sort Code</b>	<b>Account Number</b>	<b>Account Status</b>
"Rent Account"			
"Deposit Account"			
"Cure Account"			
"General Account"			

**SIGNATORIES TO SECURITY AGREEMENT**

The Parties have duly executed this Security Agreement on the date stated at the beginning of it.

**THE GRANTOR**

**SIGNED** for and on behalf of  
**HGIT COVENTRY LIMITED**

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)  
)

By:

DocuSigned by:  


DocuSigned by:  


Name: Simon Drewett

Neil Townson

Position: Director

Director

**SECURITY AGENT**

**SIGNED** for and on behalf of  
**DEKABANK DEUTSCHE**  
**GIROZENTRALE**

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By:

DocuSigned by:

DocuSigned by:

Name: Gerd Siegel

Dirk Scheinig

Position: vp

VP