



**Registration of a Charge**

Company Name: **AIRE UK CANADA WATER GP PROPCOS LIMITED**

Company Number: **12471412**



Received for filing in Electronic Format on the: **23/09/2022**

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**Details of Charge**

Date of creation: **16/09/2022**

Charge code: **1247 1412 0022**

Persons entitled: **ÄRZTEVERSORGUNG WESTFALEN-LIPPE EINRICHTUNG DER  
ÄRZTEKAMMER WESTFALEN-LIPPE, KÖRPERSCHAFT DES  
ÖFFENTLICHEN RECHTS**

Brief description: **NO SPECIFIC LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY  
HAS BEEN CHARGED. FOR FULL DETAILS OF THE CHARGES, PLEASE  
REFER TO THE CHARGING DOCUMENT DIRECTLY.**

**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: **TONY POTTS, SOLICITOR, DLA PIPER UK LLP, MANCHESTER**



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

Company number: 12471412

Charge code: 1247 1412 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th September 2022 and created by AIRE UK CANADA WATER GP PROPCOS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd September 2022 .

Given at Companies House, Cardiff on 27th September 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



I CERTIFY THAT, SAVE FOR THE MATERIAL REDACTED PURSUANT TO s.859G OF THE COMPANIES ACT 2006, THIS IS A TRUE, COMPLETE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT.

DATE 23 September 2022  
SIGNED [Signature]

DATED 16<sup>th</sup> september

2022

**(1) THE ENTITIES NAMED IN SCHEDULE 1 TO THIS DEED  
as Chargors**

- and -

**(2) ÄRZTEVERSORGUNG WESTFALEN-LIPPE EINRICHTUNG DER ÄRZTEKAMMER  
WESTFALEN-LIPPE, KÖRPERSCHAFT DES ÖFFENTLICHEN RECHTS  
as Lender**

**CHARGE OVER LIMITED  
PARTNERSHIP INTERESTS  
in AIRE UK Canada Water PropCo B LP**

**THIS CHARGE OVER LIMITED PARTNERSHIP INTEREST** is made on 16 September 2022

**BETWEEN:**

- (1) **THE ENTITIES NAMED IN SCHEDULE 1 TO THIS DEED** (together the "**Chargors**" and each a "**Chargor**"); and
- (2) **ÄRZTEVERSORGUNG WESTFALEN-LIPPE EINRICHTUNG DER ÄRZTEKAMMER WESTFALEN-LIPPE, KÖRPERSCHAFT DES ÖFFENTLICHEN RECHTS** having its business address at Scharnhorststraße 44, 48151 Münster, Germany (the "**Lender**").

**IT IS AGREED:**

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Loan Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and

- (b) at all times the following terms have the following meanings:

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

"**Borrower**" means:

- (a) AIRE UK Canada Water PropCo A LP, a limited partnership established under the laws of England and Wales with registered number LP020875; or
- (b) AIRE UK Canada Water PropCo B LP, a limited partnership established under the laws of England and Wales with registered number LP020876;

"**Default Rate**" means the rate of interest determined in accordance with clause 11.3 (*Default Interest*) of the Loan Agreement;

"**Delegate**" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Lender or by a Receiver;

"**General Partner**" means AIRE UK Canada Water GP PropCos Limited, a limited liability company established under the laws of England and Wales with registered number 12471412;

"**Guarantor**" means Art-Invest Real Estate Investment UK LLP, a limited liability partnership established under the laws of England and Wales with registered number OC430762;

"**Limited Partner**" means AIRE UK Canada Water PropCo 2 Limited, a limited liability company established under the laws of England and Wales with registered number 12472042;

"**Limited Partnership**" means AIRE UK Canada Water PropCo B LP, a limited partnership established under the laws of England and Wales with registered number LP020876;

**"Legal Reservations"** means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court, the principle of good faith (*Treu und Glauben*) and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the limitations arising from sections 248, 314, 489 and 1136 German Civil Code;
- (c) the time barring of claims and defences of set-off or counterclaim;
- (d) any payment to be made in compensation for a breach of the Finance Documents may be a penalty and not be enforceable in whole or part;
- (e) the limitation of the enforcement of the terms of leases of real property by laws of general application to those leases;
- (f) similar principles, rights and defences under the laws of any other applicable jurisdiction or other jurisdiction governing any Finance Document; and
- (g) any other matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinions supplied to the Lender as a condition precedent under the Loan Agreement on or before the date of the Advance;

**"Loan Agreement"** means the loan agreement dated 16 August 2022 and made between (1) the Lender, (2) each Borrower (acting by the General Partner) pursuant to which the Lender agreed to make a loan available to the Borrowers;

**"Nominee"** means AIRE UK Canada Water Nominee Limited, a limited liability company established under the laws of England and Wales with registered number 12648076;

**"Obligor"** means:

- (a) each Borrower;
- (b) the Guarantor; or
- (c) each Security Provider;

**"Partnership Interests"** means the interests of the Limited Partner and the General Partner in the Limited Partnership and all the rights and obligations which they have in the Limited Partnership including without limitation their rights to vote, inspect the books and records of the Limited Partnership, to receive distributions of partnership assets, any entitlement to capital and to repayment of any capital contribution or loan contribution and undrawn profits and other benefits conferred by the Partnership Agreement or otherwise;

**"Partnership Agreement"** means the limited partnership agreement dated 3 March 2020 between the General Partner as general partner and the Limited Partner as limited partner in relation to the constitution of AIRE UK Canada Water PropCo B LP as amended and restated by a first amended and restated limited partnership agreement dated 15 June 2020 entered by the General Partner and the Limited Partner;

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

**"Perfection Requirements"** means the making or the procuring of filings, stampings, registrations, notarisations, endorsements, translations and/or notifications of any Finance Document (and/or any Security created under it) necessary for the validity, enforceability (as against the relevant Obligor or any relevant third party) and/or perfection of that Finance Document;

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

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor to the Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed);

**"Secured Party"** means the Lender, any Receiver or any Delegate;

**"Security"** 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;

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed;

**"Security Period"** means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;

**"Security Provider"** means each of the following entities in its capacity as a security provider:

- (a) each Borrower;
- (b) the Nominee;
- (c) the Limited Partner;
- (d) AIRE UK Canada Water PropCo 1 Limited, a limited liability company established under the laws of England and Wales with company number 12471956;
- (e) the General Partner;
- (f) each Subordinated Creditor; or
- (g) the Guarantor; and

**"Subordinated Creditor"** means:

- (a) AIRE UK Canada Water PropCo 1 Limited, a limited liability company established under the laws of England and Wales with registered number 12471956; or

- (b) AIRE UK Canada Water PropCo 2 Limited, a limited liability company established under the laws of England and Wales with company number 12472042.

## 1.2 Interpretation

- (a) Unless a contrary indication appears in this Deed, the provisions of clause 2.2 (*Interpretation*) of the Loan Agreement apply to this Deed as though they were set out in full in this Deed, except that references to "*this Agreement*" will be construed as references to this Deed.
- (b) Unless a contrary indication appears, any reference in this Deed to:
  - (i) the "**Chargors**" or "**Chargor**", the "**Lender**" or any other Secured Party or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
  - (ii) "**this Deed**", the "**Loan Agreement**", the "**Partnership Agreement**", any other "**Finance Document**" or any other agreement or instrument shall be construed as a reference to this Deed, the Loan Agreement, the Partnership Agreement, such other Finance Document or such other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any Obligor or provides for further advances);
  - (iii) "**Secured Obligations**" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any Obligor;
  - (iv) "**including**" or "**includes**" means including or includes without limitation;
  - (v) "**this Security**" means the Security created or evidenced by or pursuant to this Deed;
  - (vi) a provision of law is a reference to that provision as amended or re-enacted; and
  - (vii) the singular includes the plural and vice versa.
- (c) Each undertaking of a Chargor (other than a payment obligation) contained in this Deed must be complied with at all times during the Security Period and is given by such Chargor for the benefit of each Secured Party.
- (d) If the Lender reasonably considers that an amount paid by an Obligor to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of that Obligor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (e) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

### **1.3 Third party rights**

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any clause which expressly confers rights on it, subject to clause 1.3(b) and the provisions of the Contracts (Rights of Third Parties) Act 1999.

### **1.4 Joint and several**

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

### **1.5 Delivery**

The Parties intend this Deed to be delivered on the first date specified on page 1 of this Deed.

## **2. NATURE OF SECURITY**

All Security and dispositions created or made by or pursuant to this Deed are created or made:

- (a) in favour of the Lender;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for the payment of the Secured Obligations.

## **3. LIMITED RECOURSE**

Notwithstanding any other provision of this Deed:

- (a) the liability of each Chargor to the Lender under this Deed (and no other Finance Document) shall be:
  - (i) limited in aggregate to an amount equal to that recovered by the Lender as a result of the enforcement of this Deed with respect to the Security Assets; and
  - (ii) satisfied only from the proceeds of sale or other disposal or realisation of the Security Assets pursuant to this Deed; and
- (b) the Lender shall not have any recourse under this Deed to any assets of the Chargors, other than the Security Assets.

## **4. DEFAULT INTEREST**

Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and if payable on demand) from the due date until the date on which such amount



is unconditionally and irrevocably paid and discharged in full on a daily basis at the Default Rate and in the manner agreed in the Loan Agreement. Default interest will accrue from day to day and will be compounded on each Interest Payment Date or at such longer intervals as the Lender states are appropriate.

## **5. GRANT OF SECURITY**

### **5.1 Security Assignment**

Each Chargor assigns and agrees to assign absolutely to the Lender (subject to a proviso on redemption) all its present and future (existing or contingent) right, title and interest in and to its Partnership Interests, all rights and remedies in connection with its Partnership Interests and all proceeds and claims arising therefrom.

### **5.2 Fixed Charge**

To the extent that any Security Asset is not effectively assigned under clause 5.1 (*Security Assignment*), each Chargor charges and agrees to charge to the Lender by way of first fixed charge all of its present and future right, title and interest in and to its Partnership Interest.

## **6. CONSENT TO AND ACKNOWLEDGMENT OF CHARGE**

- (a) The General Partner in its capacity as general partner of the Limited Partnership hereby irrevocably consents to:
  - (i) the security and dispositions created or made pursuant to this Deed; and
  - (ii) any sale, assignment, transfer, exchange, pledge, encumbrance or other disposition of the Partnership Interest by the Lender pursuant to this Deed or otherwise.
- (b) Each Chargor hereby provides notice of the assignment and charge created pursuant to this Deed to the other Chargors, and such other Chargor hereby acknowledges receipt of such notice of assignment and charge.

## **7. CONTINUING SECURITY**

### **7.1 Continuing security**

This Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing Security for the duration of the Security Period.

### **7.2 Additional and separate security**

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which any Secured Party may at any time hold for any Secured Obligation.

### **7.3 Right to enforce**

This Deed may be enforced against each or any Chargor without any Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

## **8. REPRESENTATIONS**

### **8.1 General**

Each Chargor makes the representations and warranties set out in this clause 8 in respect of itself to the Lender.

### **8.2 No Security Interests**

No Security exists over the Security Assets of any Chargor other than:

- (a) as created by this Deed; and
- (b) as permitted by the Loan Agreement.

### **8.3 Ranking**

Subject to the Legal Reservations and Perfection Requirements, the Security has or will have first ranking priority and is not subject to any prior ranking or *pari passu* ranking Security.

### **8.4 Ownership of Security Assets**

Each Chargor is the sole legal and beneficial owner of all of the Security Assets.

### **8.5 No proceedings pending or threatened**

No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency concerning an amount of more than GBP 100,000.00 or an equivalent amount in any currency which are reasonably likely to be adversely determined and, if adversely determined, are reasonably likely to have a Material Adverse Effect are to the Chargors' knowledge, current, pending or threatened against a Chargor.

### **8.6 Information**

All written information provided by it to the Secured Parties in relation to the Security Assets was true and complete in all material respects as at the date it was provided.

### **8.7 Partnership Documents**

- (a) The Partnership Agreement remains in full force and effect and all documents amending or varying the terms of the Partnership Agreement or the rights of the Chargors thereunder have been fully disclosed to the Secured Parties.
- (b) The Partnership Agreement (including any documents amending or varying the terms of the Partnership Agreement which have been disclosed to the Secured Parties) contains all the terms of the Partnership Interests.

### **8.8 Status**

- (a) It is a limited liability company, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

## **8.9 Binding obligations**

- (a) Subject to the Legal Reservations, the obligations expressed to be assumed by it in this Deed are, legal, valid, binding and enforceable obligations of the Chargor.
- (b) Subject to the Legal Reservations, this Deed creates the security interests which it purports to create, and those security interests are valid and effective and are not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

## **8.10 Non-conflict with other obligations**

The entry into and performance by it of, and the transactions and granting of Security contemplated by, this Deed do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents (including, and not limited to, any partnership agreement in relation to its constitution); or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument, where such default or termination event has or is reasonably likely to have a Material Adverse Effect.

## **8.11 Power and authority**

- (a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.
- (b) No limit on its powers will be exceeded as a result of the grant of security contemplated by this Deed.
- (c) It is acting in all matters relating to this Deed for its own account and not as trustee, nominee or agent or any other capacity whatsoever.

## **8.12 Validity and admissibility in evidence**

All Authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed; and
  - (b) to make this Deed admissible in evidence in its jurisdiction of incorporation,
- have been obtained or effected and are in full force and effect.

## **8.13 Governing law and enforcement**

- (a) Subject to the Legal Reservations, the choice of English law as the governing law of this Deed will be recognised and enforced in its jurisdiction of incorporation.
- (b) Subject to the Legal Reservations, any judgment obtained in England in relation to this Deed will be recognised and enforced in its jurisdiction of incorporation.

#### 8.14 Insolvency

- (a) No:
  - (i) corporate action, legal proceeding or other procedure or step described in clause 20.2(l) (*Insolvency Proceedings*) of the Loan Agreement; or
  - (ii) creditor's process described in clause 20.2(m) (*Creditors' Process*) of the Loan Agreement,

has been taken or threatened in relation to it and none of the circumstances described in clause 20.2(k) (*Insolvency*) of the Loan Agreement applies to it (in each case, as it if was one of the entities specifically mentioned in such clause).
- (b) This clause shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 20 days of commencement.

#### 8.15 Centre of main interest and establishments

If applicable, for the purposes of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (the "**Regulation**"), its "*centre of main interest*" (as that term is used in Article 3(1) of the Regulation) is situated in England and Wales and it has no "*establishment*" (as that term is used in Article 2(10) of the Regulation) in any other jurisdiction.

#### 8.16 Time when representations made

The Chargor will repeat all representations in this clause 8 (save for the representations in clause 8.5 (*No proceedings pending or threatened*) and clause 8.14 (*Insolvency*)) on the Drawdown Date, on each Interest Payment Date, on each Calculation Date and on any date on which the Lender transfers any of its claims under this Agreement in accordance with clause 23.1 (*Risk Transfer and Syndication*) or clause 23.2 (*Assignment and Pledge for Refinancing*) of the Loan Agreement, in each case by reference to the facts and circumstances then existing.

### 9. LIABILITY OF EACH CHARGOR RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all of the conditions and obligations assumed by it in relation to the Security Assets. The Lender is under no obligation to perform or fulfil any such condition or obligation or make any payment in respect of such condition or obligation.

### 10. UNDERTAKINGS BY EACH CHARGOR

#### 10.1 Negative pledge and disposals

Except as otherwise expressly permitted by the Loan Agreement, no Chargor shall do or agree to do any of the following without the prior written consent of the Lender:

- (a) create or permit to subsist any Security on any Security Asset (except for the Security created by this Deed); or
- (b) sell, transfer or otherwise dispose of or part with (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset; or

- (c) take or permit the taking of any action which may result in:
  - (i) the rights attaching to any Security Assets being altered; or
  - (ii) further interests in the Limited Partnership being created unless such further interests are subject to this Security.

#### **10.2 Protection of security**

The Chargors shall promptly after any further interest in the Limited Partnership is created after the date of this Deed, by way of security for the Secured Obligations, deposit with the Lender (or as the Lender may direct) all certificates and other documents of title or evidence of ownership to such interests (as applicable).

#### **10.3 Notification**

Each Chargor shall:

- (a) notify the Lender within 7 days of receipt of every material notice, order or proposal given, or made in relation to, the Security Assets or by any competent authority; and
- (b) (if required by the Lender) promptly provide it with a copy of that notice and either (A) comply with such notice, order or proposal or (B) make such objections to it as the Lender may require or approve (acting reasonably).

#### **10.4 Calls**

Each Chargor shall promptly pay all calls or other payments which may become due in respect of the Security Assets. If any Chargor fails to make such payments, the Lender may (but will not be bound to) elect to make such payments on behalf of such Chargor.

#### **10.5 Compliance with laws and obligations**

Each Chargor shall comply in all material respects with:

- (a) all obligations in relation to the Security Assets under any law or regulation of any competent authority or any Authorisation; and
- (b) all other conditions and obligations assumed by it in respect of the Security Assets.

#### **10.6 Information**

Each Chargor shall provide the Lender with all information which it may reasonably request in relation to the Security Assets.

#### **10.7 Onerous contracts**

No Chargor shall, except with the prior written consent of the Lender enter into any onerous or restrictive obligation affecting any of the Security Assets.

#### **10.8 Not prejudice**

No Chargor shall knowingly do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Security Assets (or knowingly make any omission which has such an effect).

#### **10.9 Chargors to comply with requirements of the Lender**

The Chargors shall, at any time after the occurrence of an Event of Default in respect of which the Lender has served a written notice to the Borrowers confirming that the Loan Agreement is terminated, do or permit to be done each and every act or thing the Lender may from time to time require to be done for the purpose of enforcing the Lender's or Secured Parties' rights under this Deed and shall allow the Chargors' names to be used as and when required by the Lender for that purpose.

#### **10.10 Performance of the Partnership Agreement**

The Chargors shall perform their obligations in a prompt and efficient manner and shall protect, maintain and enforce their rights under the Partnership Agreement and not do or omit to do anything in relation thereto which might reasonably be expected to adversely affect the ability of the Chargors to perform their obligations under the Loan Agreement or this Deed.

### **11. RIGHTS AND OBLIGATIONS IN RESPECT OF SECURITY ASSETS**

#### **11.1 Distributions and voting rights**

Until an Event of Default occurs which is continuing, each Chargor shall be entitled to:

- (a) receive and retain all distributions and other monies paid on or derived from the Security Assets; and
- (b) exercise all voting and other rights and powers attaching to the Security Assets, provided that it must not do so in a manner which:
  - (i) has the effect of changing the terms of the Security Assets; or
  - (ii) is prejudicial to the interests of the Lender and/or the other Secured Parties under this Deed.

#### **11.2 Exoneration of the Lender**

At any time when any of the Security Assets are transferred in to the name of the Lender or its nominee, the Lender shall be under no duty to:

- (a) ensure that any distributions or other monies payable in respect of such Security Assets are duly and promptly paid or received by it or its nominee; or
- (b) verify that the correct amounts are paid or received.

## **12. POWER TO REMEDY**

### **12.1 Power to remedy**

If at any time a Chargor does not comply with any of its obligations under this Deed, the Lender (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. Each Chargor irrevocably authorises the Lender and its employees and agents by way of security to do all things which are necessary to rectify that default.

### **12.2 Mortgagee in possession**

The exercise of the powers of the Lender under this clause 12 shall not render it or any other Secured Party liable as a mortgagee in possession.

### **12.3 Monies expended**

Each Chargor shall pay to the Lender on demand any monies which are reasonably and properly expended by the Lender in exercising its powers under this clause 12, together with interest at the Default Rate from the date on which those monies were expended by the Lender (both before and after judgment) and otherwise in accordance with clause 4 (*Default Interest*).

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

### **13.1 When enforceable**

This Security shall become immediately enforceable upon the occurrence of an Event of Default which is continuing.

### **13.2 Statutory powers**

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default which is continuing.

### **13.3 Enforcement**

After this Security has become enforceable the Lender may in its absolute discretion enforce all or any part of this Security in such manner as it sees fit.

## **14. ENFORCEMENT OF SECURITY**

### **14.1 General**

For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to this Security.

#### 14.2 Powers of the Lender

At any time after this Security becomes enforceable (or if so requested by the Chargors by written notice at any time), the Lender may without further notice (unless required by law):

- (a) appoint any person or persons to be a receiver or receiver and manager of all or any part of the Security Assets; and/or
- (b) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
- (c) exercise (in the name of any Chargor and without any further consent or authority of such Chargor) any voting rights and any powers or rights which may be exercised by the person(s) in whose name the Security Assets are registered or who is the holder of any of them.

#### 14.3 Redemption of prior security

At any time after this Security has become enforceable, the Lender may:

- (a) redeem any prior Security over any Security Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Chargor.

All principal, interest, costs charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargors to the Lender on demand.

#### 14.4 Privileges

- (a) Each of the Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of any Chargor under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) each Receiver and the Lender 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 Secured Obligations.
- (c) For the purpose of clause 14.4(b) above, the value of the financial collateral appropriated shall be such amount as the Receiver or the Lender reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.



#### **14.5 No liability**

- (a) Neither the Lender, any other Secured Party nor any Receiver shall be liable:
  - (i) in respect of all or any part of the Security Assets; or
  - (ii) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 14.5(a), neither the Lender, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

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

No person (including a purchaser) dealing with the Lender or any Receiver or Delegate will be concerned to enquire:

- (a) whether the Secured Obligations have become payable; or
- (b) whether any power which the Lender or the Receiver is purporting to exercise has become exercisable; or
- (c) whether any money remains due under any Finance Document; or
- (d) how any money paid to the Lender or to the Receiver is to be applied.

### **15. RECEIVER**

#### **15.1 Removal and replacement**

The Lender may from time to time remove any Receiver appointed by it and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

#### **15.2 Multiple Receivers**

If at any time there is more than one Receiver of all or any part of the Security Assets each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

#### **15.3 Remuneration**

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be fixed by the Lender).

#### **15.4 Payment by Receiver**

Only monies actually paid by a Receiver to the Lender in relation to the Secured Obligations shall be capable of being applied by the Lender in discharge of the Secured Obligations.

### **15.5 Agent of Chargor**

- (a) Any Receiver shall be the agent of the relevant Chargor in respect of the Security Assets over which the Receiver is appointed.
- (b) Such Chargor shall be solely responsible for his acts and defaults and for the payment of his remuneration. No Secured Party shall incur any liability (either to such Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

## **16. POWERS OF RECEIVER**

### **16.1 General powers**

Any Receiver shall have:

- (a) all the powers which are conferred on the Lender by clause 14.2 (*Powers of the Lender*);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not it is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other law conferring power on receivers.

### **16.2 Additional powers**

In addition to the powers referred to in clause 16.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets as he thinks fit;
- (c) to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation:
  - (i) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
  - (ii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;

- (e) to carry out any sale or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Chargor;
- (f) to take any such proceedings (in the name of the relevant Chargor or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed;
- (g) to enter into or make any such agreement, arrangement or compromise as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed;
- (h) to appoint and employ such managers and officers and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm); and
- (i) to:
  - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary for the realisation of any Security Assets;
  - (ii) exercise in relation to the Security Assets or any part of them all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
  - (iii) use the name of any Chargor for any of the above purposes.

## **17. APPLICATION OF PROCEEDS**

### **17.1 Application**

All monies received by the Lender or any Receiver under or in connection with this Deed or the Security Assets after this Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to this Security) be applied in the following order:

- (a) first, in satisfaction of, or provision for, all costs, charges and expenses incurred by the Lender or any other Secured Party in connection with any realisation or enforcement of this Security taken in accordance with the terms of any Finance Document;
- (b) secondly, in or towards satisfaction of the remaining Secured Obligations; and
- (c) thirdly, in payment of any surplus to any Chargor or other person entitled to it.

### **17.2 Contingencies**

If this Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Lender or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Lender may determine).

### **17.3 Appropriation and suspense account**

- (a) Subject to clause 17.1 (Application), the Lender may apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations as it thinks fit.
- (b) Any such appropriation shall override any appropriation by any Chargor.
- (c) All monies received, recovered or realised by the Lender under, or in connection with, this Deed may at the discretion of the Lender be credited to a separate interest-bearing suspense account for so long as the Lender determines (with interest accruing thereon at such rate, if any, as the Lender may determine for the account of any Chargor) without the Lender having any obligation to apply such monies and interest or any part thereof in or towards the discharge of any of the Secured Obligations.

## **18. SET-OFF**

### **18.1 Set-off**

- (a) Each Secured Party may (but shall not be obliged to) set off any matured obligation due from any Chargor (whether under the Finance Documents or which has been assigned to the Secured Party by any other Chargor) against any matured obligation owed by the Lender or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (b) At any time after this Security has become enforceable (and in addition to its rights under clause 18.1(a)), each Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargors under any Finance Document against any obligation (whether or not matured) owed by the Secured Party to the Chargors, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

## **19. DELEGATION**

Each of the Lender and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Lender nor any Receiver shall be in any way liable or responsible to the Chargors for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate (unless such liability arises as a result of the Lender's or the Receiver's (as applicable) wilful misconduct or gross negligence in so delegating).

## 20. FURTHER ASSURANCES

Each Chargor shall, at its own expense, promptly do all acts and execute all documents as the Lender or a Receiver may reasonably specify in writing (and in such form as the Lender or a Receiver may reasonably require) for:

- (a) creating, perfecting or protecting the Security intended to be created by this Deed or any other Finance Document;
- (b) facilitating the realisation of any Security Asset;
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Lender, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law; or
- (d) creating and perfecting Security in favour of the Lender or the other Secured Parties over any property and assets of that Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to this Deed or any other Finance Document.

This includes:

- (i) the re-execution of this Deed or such Finance Document;
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Lender or to its nominee; and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender may think expedient.

## 21. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any Delegate to be its attorney to take any action whilst an Event of Default is continuing or enforcement of this Security has occurred which such Chargor is obliged to take under this Deed, including under clause 20 (*Further assurances*). Each Chargor ratifies and confirms any lawful act any attorney does or purports to do pursuant to its appointment under this clause 21.

## 22. INDEMNITY

Each Chargor shall promptly indemnify the Lender, any Receiver and any attorney, agent or other person appointed by the Lender under this Deed and the Lender's officers and employees (each an "**Indemnified Party**") on demand against any cost, loss, liability or expense (however arising other than as a result of the wilful misconduct or gross negligence of such Indemnified Party) incurred by any Indemnified Party as a result of or in connection with:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Deed;
- (b) the Security Assets or the use or occupation of them by any person; or

- (c) any Event of Default or any default by the Chargors or any Chargor of any of their or its respective obligations expressed to be assumed by it under this Deed.

## **23. CURRENCIES**

### **Conversion**

All monies received or held by the Lender or any Receiver under this Deed may be converted from their existing currency into such other currency as the Lender or the Receiver considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at a publicly available spot rate of exchange (or in the case of any shortfall, by applying such other foreign exchange tools available to it). The Chargors shall indemnify the Lender against all costs, charges and expenses incurred in relation to such conversion. Neither the Lender nor any Receiver shall have any liability to the Chargors in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

### **23.1 Currency indemnity**

No payment to the Lender (whether under any judgment or court order or in the liquidation, administration or dissolution of any Chargor or otherwise) shall discharge the obligation or liability of the Company or any Chargor in respect of which it was made, unless and until the Lender shall have received payment in full in the currency in which the obligation or liability was incurred and, to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, the Lender shall have a further separate cause of action against the Company or each Chargor and shall be entitled to enforce the Security constituted by or pursuant to this Deed to recover the amount of the shortfall.

## **24. MISCELLANEOUS**

### **24.1 New accounts**

- (a) If any Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than as permitted under the Loan Agreement) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts for the Chargors. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to such Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

### **24.2 Changes to the Parties**

- (a) No Chargor may assign any of its rights under this Deed.
- (b) The Lender may assign or transfer all or any part of its rights under this Deed in accordance with the terms set out in the Loan Agreement.
- (c) The Chargors shall, promptly upon being requested to do so by the Lender (acting reasonably) and at the cost of the Lender, enter into such documents as may be necessary to effect such assignment or transfer in substantially similar form and

substance to this Deed (or if otherwise, in such form as each Chargor and the Lender may agree between them).

#### **24.3 Tacking**

- (a) The Lender shall perform its obligations under the Loan Agreement (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

### **25. THIRD PARTY CLAUSES**

#### **25.1 Waiver of defences**

The obligations of each Chargor under this Deed shall not be discharged, impaired or otherwise affected by an act, omission, matter or thing which, but for this clause 25.1, would reduce, release or prejudice any of its obligations, or the Security intended to be granted, under this Deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent or any indulgence granted to, or composition with, any Obligor or other person;
- (b) the release of any Obligor, any other surety or any other person under the terms of any composition or arrangement with any creditor of any Obligor or such other surety or other person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor, any other surety or any 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, name or status or constitution of any Chargor, any Obligor, any Secured Party or any other person;
- (e) any amendment (however fundamental and including any increase in any amount due or owing under any Finance Document or in the rate of interest or any other sum payable under any Finance Document) or replacement of a Finance Document or any other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security; or
- (g) any insolvency, administration or similar proceedings.

#### **25.2 Chargor intent**

Without prejudice to the generality of clause 25.1 (*Waiver of defences*), each Chargor expressly confirms that it intends that this Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: property acquisitions of any nature; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness;

making facilities available to new borrowers; any other variations 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.

### **25.3 Immediate recourse**

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

### **25.4 Application**

Until the Secured Obligations have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may refrain from applying or enforcing any other monies, 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 no Chargor shall be entitled to the benefit of the same.

### **25.5 Deferral of the rights of each Chargor**

Until the end of the Security Period and unless the Lender otherwise directs, no Chargor shall 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 Obligor;
- (b) to claim any contribution from any guarantor of any Obligor's obligations under the Finance Documents or any other person giving Security for the Secured Obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Chargor has given Security under this Deed;
- (e) to exercise any right of set-off against any Obligor; and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with this Deed.



## **26. NOTICES**

### **26.1 Communications in writing**

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

### **26.2 Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

- (a) in the case of each Chargor, that identified with its name below; and
- (b) in the case of the Lender, that identified with its name below,

or any substitute address, fax number or department or officer as the Party may notify to the Lender (or the Lender may notify to the Chargors, if a change is made by the Lender) by not less than five Business Days' notice.

### **26.3 Delivery**

- (a) Subject to clause 26.3(b), any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:
  - (i) if by way of fax, when received in legible form; or
  - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 26.2, if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).
- (c) Any communication or document which becomes effective, in accordance with clauses 26.3(a) to 26.3(b), after 5.00pm (Central European Time) in the place of receipt shall be deemed only to become effective on the following day.

### **26.4 Notification of address and fax number**

Promptly upon changing its address or fax number, the relevant Party shall notify the other Parties.

## **26.5 Electronic communication**

- (a) Any communication to be made between any two Parties under or in connection with this Deed may be made by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:
  - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
  - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- (b) Any such electronic communication as specified in clause 26.5(a) to be made between two Parties may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication.
- (c) Any such electronic communication as specified in clause 25.5(a) made between any two Parties will be effective only when actually received (or made available) in readable form and in the case of any electronic communication made by a Party to the Lender only if it is addressed in such a manner as the Lender shall specify for this purpose.
- (d) Any electronic communication which becomes effective, in accordance with clause 26.5(c), after 5.00pm (Central European Time) in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of this Deed shall be deemed only to become effective on the following day.
- (e) Any reference in this Deed to a communication being sent or received shall be construed to include that communication being made available in accordance with this clause 26.5.

## **26.6 English language**

- (a) Any notice given under or in connection with this Deed must be in English.
- (b) All other documents provided under or in connection with this Deed must be:
  - (i) in English; or
  - (ii) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

## **27. AMENDMENTS AND WAIVERS**

Any provision of this Deed may be amended only if the Lender and the Chargors so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Lender so agrees in writing. A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

**28. CALCULATIONS AND CERTIFICATES**

Any certificate of or determination by a Secured Party or the Lender specifying the amount of any Secured Obligation due from the Chargors (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Chargors of the matters to which it relates.

**29. WAIVER, RIGHTS AND REMEDIES**

No failure to exercise, nor any delay in exercising, on the part of the Lender (or any other Secured Party), of any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

**30. PARTIAL INVALIDITY**

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction, will in any way be affected or impaired.

**31. RELEASE**

**31.1 Release**

Upon the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets (without recourse or warranty) from the Security constituted by this Deed.

**31.2 Reinstatement**

Where any discharge (whether in respect of the obligations of a Chargor or any Security or guarantee for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

**32. COUNTERPARTS**

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

**33. GOVERNING LAW**

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

#### **34. ENFORCEMENT**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle the Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 34 is for the benefit of the Lender and the Secured Parties only. As a result, neither the Lender nor any Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender and Secured Parties may take concurrent proceedings in any number of jurisdictions.

**IN WITNESS** of which this Deed has been duly executed by each Chargor as a deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this Deed.

### SCHEDULE 1: THE CHARGORS

Name of Chargor	Jurisdiction of incorporation and registration number
AIRE UK Canada Water GP PropCos Limited	England, registration number 12471412
AIRE UK Canada Water PropCo 2 Limited	England, registration number 12472042

EXECUTION PAGES

THE CHARGORS

Executed as a deed, but not delivered until the )  
first date specified on page 1, by AIRE UK )  
CANADA WATER GP PROPCOS )  
LIMITED by a director in the presence of a )  
witness:

Name (block capitals) ALI ABBAS  
Director

Witness signature

Witness name  
(block capitals)

Witness address

JEOMA NWBLA

REED SMITH LLP

BROADGATE TOWER, 20 PRINCE STREET

LONDON, EC2A 2RS.

Address:

Art-Invest Real Estate Management UK Ltd, 1 Red Place, Mayfair  
London W1K 6PL

Fax:

N/A

Email:

aabbas@art-invest.com

Attention:

Ali Abbas

Executed as a deed, but not delivered until the )  
first date specified on page 1, by **AIRE UK** )  
**CANADA WATER PROPCO 2 LIMITED** )  
by a director in the presence of a witness: )

Name (block capitals) ALI ABBAS  
**Director**

Witness signature

Witness name IJEOMA NWALIA  
(block capitals)

Witness address REED SMITH LLP  
BROADGATE TOWER, 10 PRIMROSE ST  
LONDON, EC2A 2RS.

Address: Art-Invest Real Estate Management UK Ltd, 1 Red Place, Mayfair  
London W1K 6PL

Fax: N/A

Email: aabbas@art-invest.com

Attention: Ali Abbas

**THE LENDER**

Executed as a deed but not delivered until the )  
first date specified on page 1 by )  
**ÄRZTEVERSORGUNG WESTFALEN-** )  
**LIPPE EINRICHTUNG DER** )  
**ÄRZTEKAMMER WESTFALEN-LIPPE,** )  
**KÖRPERSCHAFT DES ÖFFENTLICHEN** )  
**RECHTS**, a company incorporated in  
Germany, acting by \_\_\_\_\_  
who, in accordance with the laws of that  
territory, is acting under the authority of the  
company:

Signature in the name  
of the company

Signature of  
authorised signatory \_\_\_\_\_  
**Authorised signatory**

In the presence of

Witness signature \_\_\_\_\_

Witness name  
(block capitals) \_\_\_\_\_

Witness address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: Scharnhorststraße 44, 48151 Münster, Germany  
Fax: +49 (0)251 5204 146  
Email: l.horstick@aevw1.de / r.markfort@aevw1.de  
Attention: Lutz Horstick, Ralf Markfort