

# MR01

## Particulars of a charge

238262(21)



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A fee is payable with this form  
Please see 'How to pay' on the last page

**What this form is for**  
You may use this form to register a charge created or evidenced by an instrument

**What this form is NOT for**  
You may not use this form to register a charge where there is an instrument. Use form MR08.



A32 \*A5M9PSQQ\* #233  
20/12/2016  
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within 21 days beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. Do not send the original.

### 1 Company details

Company number 8 7 0 6 2 4 0

Company name in full GL Europe South Yorkshire UK Limited

For official use  
4  
→ Filing in this form  
Please complete in typescript or in bold black capitals  
All fields are mandatory unless specified or indicated by \*

### 2 Charge creation date

Charge creation date d 0 d 9 m 1 m 2 y 2 y 0 y 1 y 6

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name RBC Europe Limited (as Security Agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

I confirm that there are more than four persons, security agents or trustees entitled to the charge

# MR01

## Particulars of a charge

<b>4</b>	<b>Brief description</b>	
Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument</p> <p>N/A</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p>
<b>5</b>	<b>Other charge or fixed security</b>	
<b>6</b>	<b>Floating charge</b>	
<b>7</b>	<b>Negative Pledge</b>	
<b>8</b>	<b>Trustee statement ①</b>	<b>①</b> This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b>	

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

N/A

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

Yes

No

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

Yes Continue

No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

Yes

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

Yes

No

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

Please sign the form here

Signature

**X** *Allen + Overy LLP* **X**  
(on behalf of the Chargee) 15 DECEMBER 2016

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge

### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Christina Rothnie**

Company name **Allen & Overy LLP**

Address **One Bishops Square**

Post town **London**

County/Region **London**

Postcode **E 1 6 A D**

Country **England**

DX

Telephone **020 3088 3912**

### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register
- You have included a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy

### Important information

Please note that all information on this form will appear on the public record.

### How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.

### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales:  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

For companies registered in Scotland:  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquires@companieshouse.gov.uk](mailto:enquires@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

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

Company number: 8706240

Charge code: 0870 6240 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th December 2016 and created by GL EUROPE SOUTH YORKSHIRE UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2016.

P

Given at Companies House, Cardiff on 29th December 2016



**Companies House**



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

Allen & Overy LLP

Except for material redacted pursuant to  
s859G of the Companies Act 2006  
I certify that this is a correct copy  
of the original document

**SECURITY AGREEMENT**

*Allen + Overy LLP*  
*14 December 2016*

**DATED 9 DECEMBER 2016**

**THE COMPANIES IN SCHEDULE 1  
as Chargors**

**and**

**RBC EUROPE LIMITED  
as Security Agent**

## CONTENTS

Clause	Page
1 Interpretation	3
2 Creation of security	5
3 Restrictions on dealings	8
4 Land	9
5 Securities	11
6 Accounts	12
7 Relevant Contracts	12
8 When security becomes enforceable	13
9 Enforcement of security	14
10 Receiver	15
11 Powers of Receiver	16
12 Application of proceeds	18
13 Expenses and indemnity	18
14 Delegation	18
15 Further assurances	18
16 Power of attorney	19
17 Miscellaneous	19
18 Release	20
19 Governing law	20

### Schedule

1 Chargors	21
2 Real Property	22
3 Forms of Letter for Headlessor	23
4 Forms of Letter for Lease Documents	25
5 Forms of Letter for Account Bank	27
6 Forms of Letter for Relevant Contracts	29

Signatories

THIS DEED is dated 9 December 2016 and is made BETWEEN:

- (1) THE COMPANIES listed in Schedule 1 (Chargors) as chargors (the **Chargors**), and
- (2) **RBC EUROPE LIMITED** (the **Security Agent**) as security agent and trustee for the Finance Parties (as defined in the Bridge Facility Agreement defined below).

**BACKGROUND:**

- (A) Pursuant to a security agreement dated 29 April 2016 between each Chargor and the Security Agent (the **Original Security Agreement**), each Chargor created security over certain of its assets as security for, among other things, the present and future obligations of each Obligor under the Finance Documents (as amended or supplemented).
- (B) Following the entry into the Original Security Agreement, BSREP II PBSA Bidco S à r.l. (**Bidco**) merged with GL Europe RE Holdings S à r.l. on or about the date of this Deed, in accordance with Luxembourg law. The surviving entity was GL Europe RE Holdings S.à r.l which in accordance with Luxembourg law has assumed all the rights and obligations of Bidco (the **Merger**)
- (C) In connection with the Merger, subsequent amendments have been made to the Bridge Facility Agreement and while each Chargor and the Security Agent consider that the Security created by each Chargor under the Original Security Agreement secures payment of the Secured Liabilities (as defined below), each Chargor has agreed to enter into this Deed case it does not.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows.

**1. INTERPRETATION**

**1.1 Definitions**

In this Deed:

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

**Bridge Facility Agreement** means the £280,000,000 bridge facility agreement originally dated 22 April 2016 (as amended and restated by a supplemental agreement dated on or about the date of this Deed) between (among others) the Chargors and the Security Agent.

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

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

**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 Obligor to any Finance Party under each Finance Document.

**Security Assets** means all assets of the Chargors the subject of any security created by this Deed.

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

**Sheffield 3** means the property referred to as Sheffield 3 Hoyle Street, Sheffield and registered with Land Registry title numbers SYK578171, SYK538579, SYK275548, SYK208852 and SYK26122 (freehold) and SYK536112, SYK305063, SYK421364, SYK158164 and SYK305064 (leasehold) and part unregistered

## 1.2 Construction

- (a) Capitalised terms defined in the Bridge Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The provisions of clauses 1.2 (Construction) and 4.1.1 (Jurisdiction of English courts) of the Bridge Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Bridge Facility Agreement will be construed as references to this Deed.
- (c)
  - (i) A Finance Document or other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to that Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility,
  - (ii) the term **this Security** means any security created by this Deed, and
  - (iii) a reference to any asset includes present and future properties, revenues and rights of every description.
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period
- (e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (f) If the Security Agent considers that an amount paid to a Finance Party under any Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset

## 1.3 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or to enjoy the benefit of any term of this Deed
- (b) Notwithstanding any term of this Deed the consent of any person who is not a Party is not required to rescind or vary this Deed at any time



- (c) Any Receiver or Delegate may, subject to this clause 13 and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it

## **2. CREATION OF SECURITY**

### **2.1 General**

- (a) All the security created under this Deed
  - (i) is created in favour of the Security Agent,
  - (ii) is created over present and future assets of each Chargor,
  - (iii) is security for the payment and satisfaction of all the Secured Liabilities, and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) The Security Agent holds the benefit of this Deed on trust for the Finance Parties.
- (c) All the security created under this Deed
  - (i) is created in case the security created by the Original Security Agreement does not secure all of the Secured Liabilities, and
  - (ii) is created in addition to and does not affect the security created by the Original Security Agreement
- (d) Notwithstanding anything herein to the contrary, the Chargors shall not be required to deposit with (or otherwise deliver to) the Security Agent any deeds, documents of title, certificates, evidence of ownership or related documentation relating to the Security Assets (including, without limitation, the deeds and documents of title relating to the Mortgaged Property, local land charges, land charges, Land Registry search certificates and similar documents or undertaking from the Chargors' solicitor referred to in Clause 4.6 (Deposit of title deeds) and certificates, other documents of title or evidence of ownership in relation to any Investment and blank stock transfer forms referred to in Clause 5.3 (*Deposit*)) if it has already deposited with the Security Agent all such deeds, documents of title, certificates or evidence of ownership pursuant to the Original Security Agreement
- (e) Where this Deed purports to create a first fixed or floating Security, that Security will be a second ranking Security ranking subject to the equivalent Security created by the Original Security Agreement until such time as the Security created by the Original Security Agreement ceases to have effect
- (f) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security created by the Original Security Agreement ceases to have effect at a time when this Deed still has effect

### **2.2 Land**

- (a) Each Chargor charges

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now or subsequently owned by it, this includes the real property (if any) specified in Schedule 2 (Real Property); and
  - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in this Clause to a mortgage or charge of any freehold or leasehold property includes:
- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
  - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants

### **2.3 Securities**

- (a) Each Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf, other than any shares, stocks, debentures, bonds or other securities and investments issued by an Excluded Subsidiary.
- (b) A reference in this Clause to a mortgage or charge of any stock, share, debenture, bond or other security includes:
  - (i) any dividend or interest paid or payable in relation to it, and
  - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

### **2.4 Plant and machinery**

Subject to Clause 2.12 (Excluded assets), each Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession, other than where that would require labelling, segregation or period listing or specification of such parts, stock, moveable plant, equipment or receivables

### **2.5 Insurances**

Subject to Clause 2.12 (Excluded assets), each Chargor assigns by way of security, subject to a proviso for re-assignment on redemption.

- (a) all of its rights under any Insurances taken out by it or on its behalf or in which it has an interest, and
- (b) all moneys payable and all monies paid to it under or in respect of all such Insurances

### **2.6 Treasury Transactions**

Subject to Clause 2.12 (Excluded assets), each Chargor assigns by way of security, subject to a proviso for re-assignment on redemption, all of its rights under any Treasury Transactions

## **2.7 Other contracts**

Subject to Clause 2 12 (Excluded assets), each Chargor assigns by way of security, subject to a proviso for re-assignment on redemption, all of its rights:

- (a) in respect of all Rental Income;
- (b) in respect of all Shareholder Loans or other intra-group loans, and
- (c) under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause

## **2.8 Intellectual property**

Subject to Clause 2 12 (Excluded assets), each Chargor charges by way of a first fixed charge all of its rights in respect of any Intellectual Property

## **2.9 Miscellaneous**

Subject to Clause 2 12 (Excluded assets), each Chargor charges by way of first floating charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above, and
- (e) its uncalled capital

## **2.10 Floating charge**

- (a) Subject to Clause 2 12 (Excluded assets), each Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by this Clause into a fixed charge as regards any of its assets specified in that notice, if there is a Declared Default
- (c) The floating charge created by this Clause may not be converted into a fixed charge solely by reason of
  - (i) the obtaining of a moratorium, or
  - (ii) anything done with a view to obtaining a moratorium,under section 1A the Insolvency Act 1986.
- (d) The floating charge created by this Clause will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator

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

## **2.11 Excluded assets**

- (a) Unless otherwise expressly stated in writing between a relevant Chargor and the Security Agent after the date on which it becomes a party to the Bridge Facility Agreement, there shall be excluded from the Security created by Clauses 2 4 (Plant and machinery) to 2 11 (Floating charge) from the other provisions of this Deed and from the operation of any further assurance provisions contained in the Security Documents.
- (i) any asset or undertaking which a Chargor is at any time prohibited from creating Security on or over by reason of any contract, licence, lease, instrument or other arrangement with a third party (including any asset or undertaking which a Chargor is precluded from creating Security on or over without the prior consent of a third party),
  - (ii) any asset or undertaking which, if subject to any such Security or the provisions of this Deed, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of any Obligor in respect of that asset or undertaking or require any Obligor to take any action materially adverse to the interests of the Obligors,
  - (iii) any asset or undertaking situated outside England and Wales, and
  - (iv) any investment in (A) a joint venture (or other minority interest investment) (other than any investment in a joint venture (or other minority interest investment) held by a Chargor where such investment is in an Obligor), (B) any member of the Group (other than an Obligor) which is not directly or indirectly wholly owned by another member of the Group, or (C) any Excluded Subsidiary
- (b) If at any time a Chargor notifies the Security Agent that an asset being subject to the Security created by this Clause 2 (other than any Security created or purported to be created under Clause 2 2 (Land), Clause 2 3 (Securities) or Clause 2 11 (Floating charge)) or any other provision of this Deed has a material adverse effect on the ability of the relevant member of the Group to conduct its ordinary operations and ordinary business as otherwise permitted by the Finance Documents or as otherwise excluded by virtue of this Clause 2 12, the Security Agent shall promptly enter into such documentation as is required by that Chargor in order to release that asset from the Security created by this Clause 2 and the other provisions of this Deed, provided that any costs and expenses incurred by the Security Agent entering into such documentation at the request of such Chargor pursuant to this Clause 2.12 shall be for the account of such Chargor (subject to clause 18 (Costs and Expenses) of the Bridge Facility Agreement). The Security Agent is entitled to rely absolutely and without any further investigation on any such notification from a Chargor

## **3. RESTRICTIONS ON DEALINGS**

### **3.1 Security**

Except as permitted under the Bridge Facility Agreement, no Chargor may create or permit to subsist any Security on any Security Asset (except for this Security and the Security created under the Original Security Agreement)

### 3.2 Disposals

Except as permitted under the Bridge Facility Agreement, no Chargor may sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trading of any Security Asset subject to the floating charge created under this Deed

## 4. LAND

### 4.1 General

In this Clause

**Fixtures** means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property

**Insured Property Assets** means the Premises and all the Chargor's other assets of an insurable nature in the Premises

**Mortgaged Property** means all freehold or leasehold property included in the definition of Security Assets

**Premises** means all buildings and erections included in the definition of Security Assets

### 4.2 Notice in respect of Headlease

- (a) Subject to paragraphs (b) and (c) below and with the exception of Sheffield 3, each Chargor must, in respect of each Headlease relating to the Mortgaged Property:
- (i) promptly serve a notice of charge, substantially in the form of Part 1 of Schedule 3 (Forms of Letter for Headlessor), on each lessor under a Headlease, and
  - (ii) use reasonable endeavours to ensure that each such lessor acknowledges the notice, substantially in the form of Part 2 of Schedule 3 (Forms of Letter for Headlessor), which in this sub-clause (ii) only shall mean where no acknowledgment has been received sending one additional request for acknowledgment by either email or post.
- (b) There shall be no requirement to serve any notice contemplated in paragraph (a) above if a similar notice was served in connection with the Original Security Agreement
- (c) Notwithstanding paragraph (a) above, any person that is a lessor under a Headlease on whom notice would be required to be served under paragraph (a) above but is also party to this Deed, acknowledges that by its entry into this Deed it has received notice of and accepts the Security in respect of each applicable Headlease to which it is a party

### 4.3 Notice in respect of Lease Documents

- (a) Subject to paragraphs (b) and (c) below, each Chargor must, in respect of each Lease Document (including any Intra-Group Leases, but excluding any Student Leases or any other lease under which either no or nominal Rental Income is derived).
- (i) promptly serve a notice of charge, substantially in the form of Part 1 of Schedule 4 (Forms of Letter for Lease Documents) on each party to the relevant Lease Document, and
  - (ii) use reasonable endeavours to ensure that each such party acknowledges the notice, substantially in the form of Part 2 of Schedule 4 (Forms of Letter for Lease Documents),

which in this sub-clause (ii) only shall mean where no acknowledgment has been received sending one additional request for acknowledgment by either email or post.

- (b) There shall be no requirement to serve any notice contemplated in paragraph (a) above if a similar notice was served in connection with the Original Security Agreement
- (c) Notwithstanding paragraph (a) above, any person that is a party to a Lease Document (including any Intra-Group Lease) on whom notice would be required to be served under paragraph (a) above but is also party to this Deed, acknowledges that by its entry into this Deed it has received notice of and accepts the Security in respect of each applicable Lease Document to which it is a party

#### **4.4 Acquisitions**

If a Chargor acquires any freehold or leasehold property after the date of this Deed it must

- (a) as soon as reasonably practicable notify the Security Agent,
- (b) promptly on request by the Security Agent and at the cost of the Chargor, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that property in any form which the Security Agent may require,
- (c) if the title to that freehold or leasehold property is registered at H M Land Registry or required to be so registered, give H.M. Land Registry written notice of this Security; and
- (d) if applicable, ensure that this Security is correctly noted in the Register of Title against that title at H M. Land Registry

#### **4.5 H.M. Land Registry**

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

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

#### **4.6 Deposit of title deeds**

Each Chargor must deposit with the Security Agent all deeds and documents of title relating to the Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of that Chargor (provided that, if any Headlease cannot be located or is not otherwise within the possession or control of that Chargor, such Headlease shall be excluded from the operation of this Clause) or alternatively an acceptable undertaking from the Chargors' solicitor must be given to hold the same to the Security Agent's order.

#### **4.7 Excluded notices**

For the avoidance of doubt, no notice of security shall be served on tenants or occupiers of residential premises forming part of the Mortgaged Property or on any third party tenant of non-residential premises

## **5. SECURITIES**

### **5.1 General**

In this Clause

**Investments** means

- (a) all shares, stocks, debentures, bonds or other securities and investments included in the definition of Security Assets in Clause 1.1 (Definitions);
- (b) any dividend or interest paid or payable in relation to any of the above, and
- (c) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise

### **5.2 Investments**

Each Chargor represents to each Finance Party that

- (a) the Investments are fully paid, and
- (b) it is the sole legal and beneficial owner of the Investments

### **5.3 Deposit**

Each Chargor must

- (a) as soon as reasonably practicable upon request from the Security Agent deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any Investment, and
- (b) as soon as reasonably practicable upon request from the Security Agent execute and deliver to the Security Agent all share transfers, each executed in blank (or any other equivalent document which may replace a blank stock transfer form after the date of this Deed relating to the transfer of any Investment reasonably required by the Security Agent)

### **5.4 Calls**

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any Investment
- (b) If a Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any Investment on behalf of that Chargor. A Chargor must promptly on request reimburse the Security Agent for any payment made by the Security Agent under this Clause

### **5.5 Other obligations in respect of Investments**

The Security Agent is not obliged to

- (a) perform any obligation of a Chargor;
- (b) make any payment;

- (c) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor, or
- (d) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Investment

## **5.6 Voting rights**

- (a) At any time prior to the occurrence of a Declared Default, each Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to any shares provided that any exercise of rights does not materially adversely affect the validity or enforceability of the Security over the shares or cause an Event of Default to occur
- (b) If, and at any time after, a Declared Default has occurred and the Security Agent has given notice to a Chargor that it intends to exercise its rights under this Clause 5 6(b)
  - (i) the Security Agent or a relevant Receiver shall be entitled to exercise (or refrain from exercising) or direct the exercise of the voting rights and other rights attached to any shares,
  - (ii) that Chargor shall comply or procure the compliance with any directions of the Security Agent or a relevant Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Agent or the relevant Receiver such forms of proxy as it requires with a view to enabling such person as it selects to exercise those rights,
  - (iii) the Security Agent may transfer the shares into the name of the Security Agent or such nominee(s) of the Security Agent as it shall require

## **6. ACCOUNTS**

### **6.1 General**

In this Clause **Account Bank** means a person with whom a material bank account is maintained by a Chargor

### **6.2 Book debts and receipts**

- (a) Each Chargor must get in and realise its material book and other debts and other moneys due and owing to it in the ordinary course of its business
- (b) Each Chargor must, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into a bank account in the name of that Chargor in accordance with the Bridge Facility Agreement

### **6.3 Notices of charge**

- (a) Subject to paragraphs (b) and (c) below, each Chargor must
  - (i) within 10 Business Days of the date of this Deed, serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (Forms of Letter for Account Bank), on each Account Bank, and
  - (ii) use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 5 (Forms of Letter for Account Bank) within



10 Business Days of service of the notice of assignment, provided that if a Chargor has used reasonable endeavours but has not been able to obtain acknowledgement, its obligations to obtain acknowledgement shall cease on the expiry of such 10 Business Day period

- (b) There shall be no requirement to serve any notice contemplated in paragraph (a) above if a similar notice was served in connection with the Original Security Agreement
- (c) If the service of notice under paragraph (a) above would prevent any member of the Group from using a bank account in the ordinary course of its business, no notice of security will be served until the occurrence of a Declared Default

## **7. RELEVANT CONTRACTS**

### **7.1 General**

In this Clause **Relevant Contract** means each Shareholder Loan or other intra-group loan

### **7.2 Notices of assignment**

- (a) Following a Declared Default, a Chargor must.
  - (i) in relation to each Relevant Contract, as soon as possible and in any event no later than one Business Day following such Declared Default, serve a notice of assignment (substantially in the form of Part 1 of Schedule 6 (Forms of Letter for Relevant Contracts) on each counterparty to such Relevant Contract, and
  - (ii) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (Forms of Letter for Relevant Contracts)
- (b) Notwithstanding paragraph (a) above, any person that is party to a Relevant Contract on whom notice would otherwise be required to be served under paragraph (a) above is also party to this Deed, acknowledges that by its entry into this Deed it has received notice of and accepts the Security in respect of each applicable Relevant Contract to which it is a party

## **8. WHEN SECURITY BECOMES ENFORCEABLE**

### **8.1 Declared Default**

This Security will become immediately enforceable if a Declared Default has occurred and is continuing

### **8.2 Discretion**

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders direct

### **8.3 Statutory powers**

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

## **9. ENFORCEMENT OF SECURITY**

### **9.1 General**

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security
- (c) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or 100 of the Act

### **9.2 No liability as mortgagee in possession**

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable unless directly caused by its gross negligence, wilful misconduct or fraud

### **9.3 Privileges**

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

### **9.4 Protection of third parties**

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

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied

### **9.5 Redemption of prior mortgages**

- (a) At any time after this Security has become enforceable, the Security Agent may
  - (i) redeem any prior Security against any Security Asset, and/or
  - (ii) procure the transfer of that Security to itself, and/or
  - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer, any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor

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

## **9.6 Contingencies**

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it

## **10. RECEIVER**

### **10.1 Appointment of Receiver**

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

- (i) this Security has become enforceable, or
- (ii) a Chargor so requests the Security Agent in writing at any time

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

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

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

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

### **10.2 Removal**

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

### **10.3 Remuneration**

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

### **10.4 Agent of the Chargors**

- (a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver

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

#### **10.5 Relationship with Security Agent**

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

### **11. POWERS OF RECEIVER**

#### **11.1 General**

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

#### **11.2 Possession**

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

#### **11.3 Carry on business**

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

#### **11.4 Employees**

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

#### **11.5 Borrow money**

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

#### **11.6 Sale of assets**

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

- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of a Chargor

#### **11.7 Leases**

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

#### **11.8 Compromise**

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

#### **11.9 Legal actions**

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

#### **11.10 Receipts**

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset

#### **11.11 Subsidiaries**

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

#### **11.12 Delegation**

A Receiver may delegate his powers in accordance with this Deed

#### **11.13 Lending**

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

#### **11.14 Protection of assets**

A Receiver may.

- (a) effect any repair or insurance and do any other act which a Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset,
- (b) commence and/or complete any building operation, and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he thinks fit

## **11.15 Other powers**

A Receiver may

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

## **12. APPLICATION OF PROCEEDS**

- (a) Any moneys received by the Security Agent or any Receiver after this Security has become enforceable must be applied in accordance with clause 31.6 (Partial payments) of the Bridge Facility Agreement
- (b) Paragraph (a) above is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of any Finance Party to recover any shortfall from a Chargor

## **13. EXPENSES AND INDEMNITY**

Without in any way limiting the indemnities set out in clause 16 (Other indemnities) of the Bridge Facility Agreement, each Chargor must pay all costs and expenses in accordance with clause 18 (Costs and expenses) of the Bridge Facility Agreement

## **14. DELEGATION**

### **14.1 Power of Attorney**

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed at any time after this Security has become enforceable (other than in respect of any action required to serve any notice, make any registration or otherwise act to perfect the Security, which may be taken at any time after this Deed has been entered into)

### **14.2 Terms**

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

### **14.3 Liability**

Neither the Security Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate, unless directly caused by the gross negligence, wilful misconduct or fraud of the Security Agent or relevant Receiver

## **15. FURTHER ASSURANCES**

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

- (a) creating, perfecting or protecting any security intended to be created by this Deed, or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Security Agent may think expedient

## **16. POWER OF ATTORNEY**

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take, at any time after this Security has become enforceable, any action which such Chargor is obliged to take under this Deed (other than in respect of any action required to serve any notice, make any registration or otherwise act to perfect the Security, which may be taken at any time after this Deed has been entered into) Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause and in accordance with the terms of the Finance Documents

## **17. MISCELLANEOUS**

### **17.1 Covenant to pay**

Subject to the limits on its liability in clauses 19 11 (Guarantee Limitations General) and 19 13 (Additional Guarantee Limitations) of the Bridge Facility Agreement, each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents

### **17.2 Tacking**

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

### **17.3 New Accounts**

- (a) If any subsequent charge or other interest affects any Security Asset, the Finance Party may open a new account with the relevant Chargor
- (b) If the Finance Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest
- (c) As from that time all payments made to the Finance Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability

### **17.4 Time deposits**

Without prejudice to any right of set-off any Finance Party may have under any other Finance Document or otherwise, if any time deposit matures on any account a Chargor has with any Finance Party within the Security Period when:

(a) this Security has become enforceable, and

(b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Finance Party considers appropriate

**17.5 Notice of assignment**

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

**17.6 Miscellaneous**

For the avoidance of doubt, each Chargor confirms for the benefit of the Finance Parties that with effect from the date hereof, the Security created pursuant to the Original Security Agreement shall remain in full force and effect

**18. RELEASE**

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

**19. GOVERNING LAW**

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

**THIS DEED** has been entered into as a deed on the date stated at the beginning of this Deed



**SCHEDULE 1**

**CHARGORS**

<b>No</b>	<b>Name of Chargor</b>	<b>Jurisdiction of Incorporation</b>	<b>Registered number</b>
1	GL Europe Portfolio Advisor Limited	England and Wales	8721957
2	GL Europe South Yorkshire UK Limited	England and Wales	8706240
3	GL Europe Nottingham UK Limited	England and Wales	8706238
4	GL Europe Trinity Square UK Limited	England and Wales	8706209
5	GL Europe Summit UK Limited	England and Wales	8906667
6	GL Europe South Yorkshire UK 2 Limited	England and Wales	9200188
7	GL Europe Newarke UK Limited	England and Wales	9319739
8	GL Europe Brookland UK Limited	England and Wales	9319582
9	GL Europe QC UK Limited	England and Wales	8906666
10	GL Europe Regents Court UK Limited	England and Wales	8906687
11	GL Europe Blandford Square UK Limited	England and Wales	9328427
12	GL Europe Eastern Boulevard UK Limited	England and Wales	9348168
13	GL Europe Upperton Road UK Limited	England and Wales	9348151
14	GL Europe Wrexham UK Limited	England and Wales	9776797

**SCHEDULE 3**  
**FORMS OF LETTER FOR HEADLESSOR**

**PART 1**  
**NOTICE TO HEADLESSOR**

**[On the letterhead of the Chargor]**

To [Headlessor]

[Date]

Dear Sirs,

Re [PROJECT ROSE]

**Security Agreement dated [ ] 2016 between [Chargor] and RBC Europe Limited (the Security Agreement)**

We refer to the lease dated [ ] and made between [ ] and [ ] (the **Headlease**)

This letter constitutes notice to you that under the Security Agreement we have charged by way of first legal mortgage in favour of RBC Europe Limited (as security trustee for the Finance Parties as referred to in the Security Agreement, the **Security Agent**) all our interest in the Headlease

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

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

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

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

Yours faithfully,

(Authorised Signatory)  
[CHARGOR]

**PART 2**

**ACKNOWLEDGEMENT OF HEADLESSOR**

To [SECURITY AGENT]

Attention [ATTENTION]

[Date]

Dear Sirs,

Re [PROJECT ROSE]

**Security Agreement dated [ ] 2016 between [Chargor]  
and [AGENT] (the Security Agreement)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [ ] 2016 (the **Notice**) in relation to the Headlease (as defined in the Notice)

We accept the instructions contained in the Notice

We confirm that we have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the interest of the Chargor under or in respect of the Headlease (as defined in the Notice); and

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

Yours faithfully,

For  
[ ]

**SCHEDULE 4**  
**FORMS OF LETTER FOR LEASE DOCUMENTS**

**PART 1**

**NOTICE TO LEASE COUNTERPARTY**

**[On the letterhead of the Chargor]**

To [Landlord]

[Date]

Dear Sirs,

Re [PROJECT ROSE]

**Security Agreement dated [ ] 2016 between [Chargor]  
and [AGENT] (the Security Agreement)**

We refer to the lease dated [ ] and made between [ ] and [ ] (the **Lease**).

This letter constitutes notice to you that under the Security Agreement we have charged by way of first legal mortgage in favour of RBC Europe Limited (as security trustee for the Finance Parties as referred to in the Security Agreement, the **Security Agent**) all our rights under the Lease

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

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

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

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

Yours faithfully,

(Authorised Signatory)  
[CHARGOR]

**PART 2**

**ACKNOWLEDGEMENT OF LEASE COUNTERPARTY**

To [SECURITY AGENT]

Attention [ATTENTION]

[Date]

Dear Sirs,

Re [PROJECT ROSE]

**Security Agreement dated [ ] 2016 between [Chargor]  
and [AGENT] (the Security Agreement)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [ ] 2016 (the **Notice**) in relation to the Lease (as defined in the Notice)

We accept the instructions contained in the Notice.

We confirm that we have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the **Chargor** under or in respect of the Lease (as defined in the Notice), and

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

Yours faithfully,

For  
[ ]

**SCHEDULE 5**  
**FORMS OF LETTER FOR ACCOUNT BANK**

**PART 1**

**NOTICE TO ACCOUNT BANK**

**[On the letterhead of the Chargor]**

To [Account Bank]

[Date]

Dear Sirs,

**Security Agreement dated [●] 2016 between [CHARGOR]  
and RBC Europe Limited (the Security Agreement)**

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

We irrevocably instruct and authorise you to

- (a) disclose to the Security Agent any information relating to any Account requested from you by the Security Agent,
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent, and
- (c) pay or release any sum standing to the credit of any Account in accordance with the written instructions of the Security Agent

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

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

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [ADDRESS] with a copy to ourselves.

Yours faithfully,

(Authorised Signatory)  
[CHARGOR]

**PART 2**

**ACKNOWLEDGEMENT OF ACCOUNT BANK**

**[On the letterhead of the Account Bank]**

To. RBC Europe Limited

Copy [CHARGOR]

[Date]

Dear Sirs,

**Security Agreement dated [●] 2016 between [CHARGOR]  
and RBC Europe Limited (the Security Agreement)**

We confirm receipt from [CHARGOR] (the **Chargor**) of a notice dated [ ] 2016 (the **Notice**) of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us (the **Accounts**)

We confirm that we

- (a) accept the instructions contained in the Notice and agree to comply with the notice,
- (b) have not received notice of the interest of any third party in any Account,
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account; and
- (d) will not permit any amount to be withdrawn from any Account without your prior written consent

The Accounts maintained with us are

**[Specify accounts and account numbers]**

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

Yours faithfully,

(Authorised signatory)  
[Account Bank]

**SCHEDULE 6**

**FORMS OF LETTER FOR RELEVANT CONTRACTS**

**PART 1**

**NOTICE TO COUNTERPARTY**

**[On the letterhead of the Chargor]**

To: [Contract party]

[Date]

Dear Sirs,

**Security Agreement dated [●] 2016 between [CHARGOR]  
and RBC Europe Limited (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to RBC Europe Limited (as agent and trustee for the Finance Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of [insert details of Contract] (the **Contract**)

We confirm that

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract, and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract

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

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior consent of the Security Agent [, other than to the extent we are expressly permitted to do so under the terms of the Facility Agreement ]

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

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

Yours faithfully,

(Authorised signatory)  
[CHARGOR]



**PART 2**

**ACKNOWLEDGEMENT OF COUNTERPARTY**

To RBC Europe Limited as Security Agent

Copy [CHARGOR]

[Date]

Dear Sirs,

**Security Agreement dated [●] 2016 between [CHARGOR]  
and RBC Europe Limited (the Security Agreement)**

We confirm receipt from [CHARGOR] (the **Chargor**) of a notice dated [ ] 2016 (the **Notice**) of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the Contract] (the **Contract**)

We confirm that we will pay all sums due, and give notices, under the Contract as directed in the Notice

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

Yours faithfully,

(Authorised signatory)  
[Counterparty]

**SIGNATORIES**

**Chargors**

**EXECUTED AS A DEED by  
GL EUROPE PORTFOLIO ADVISOR LIMITED**  
and signed on its behalf  
by

)  


Director

In the presence of:

  
Witness signature

Witness name: Clarke Heap  
Solicitor

Witness address

Witness occupation: K&E International LLP  
30 St. Mary Axe  
London UK  
EC3 8AF

**EXECUTED AS A DEED** by  
**GL EUROPE SOUTH YORKSHIRE UK**  
**LIMITED**  
and signed on its behalf  
by

)  
)  
)  
)  
)  


Director

In the presence of

  
Witness signature

Witness name: Clarke Heap

Witness address: Solicitor

Witness occupation: K&E International LLP  
30 St. Mary Axe  
London UK  
EC3 8AF

**EXECUTED AS A DEED** by  
**GL EUROPE NOTTINGHAM UK LIMITED**  
and signed on its behalf  
by

)  
)  
)  
)  
)  
[Redacted Signature]

Director

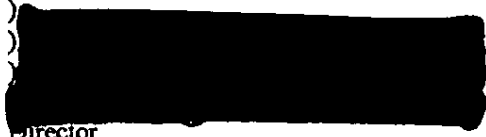
In the presence of:

[Redacted Signature]  
Witness signature

Witness name. Clarke Heap  
Witness address. Solicitor  
Witness occupation: K&E International LLP  
30 St. Mary Axe  
London UK  
EC3 8AF

**EXECUTED AS A DEED** by  
**GL EUROPE TRINITY SQUARE UK LIMITED**  
 and signed on its behalf  
 by

)  
 )  
 )  
 )  
 )  
 )



Director

In the presence of:



Witness signature

Witness name. Clarke Heap

Witness address. Solicitor

Witness occupation: K&E International LLP  
30 St. Mary Axe  
London UK  
EC3 8AF

**EXECUTED AS A DEED** by  
**GL EUROPE SUMMIT UK LIMITED**  
and signed on its behalf  
by

)  
[Redacted Signature]

Director

In the presence of.

[Redacted Signature]  
Witness signature

Witness name: Clarke Heap

Witness address: Solicitor

Witness occupation: K&E International LLP  
30 St. Mary Axe  
London UK  
EC3 8AF

**EXECUTED AS A DEED** by  
**GL EUROPE SOUTH YORKSHIRE UK 2**  
**LIMITED**  
and signed on its behalf  
by

)  
)  
)  
)  
)  
)  


Director

In the presence of

  
Witness signature

Witness name: Clarke Heap

Witness address: Solicitor

Witness occupation: K&E International LLP  
30 St. Mary Axe  
London UK  
EC3 8AF

**EXECUTED AS A DEED** by  
**GL EUROPE NEWARKE UK LIMITED**  
and signed on its behalf  
by

)  
)  
)  


Director

In the presence of:



Witness signature

Witness name: Clarke Heap

**Solicitor**

Witness address K&E International LLP

**30 St. Mary Axe**

Witness occupation: London UK

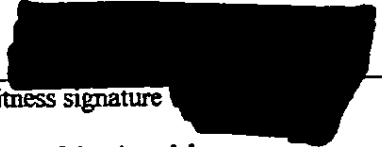
**EC3 8AF**



**EXECUTED AS A DEED** by  
**GL EUROPE BROOKLAND UK LIMITED**  
and signed on its behalf  
by

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\_\_\_\_\_  
Director

In the presence of:

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

Witness name: Clarke Heap  
Witness address: Solicitor  
Witness occupation: K&E International LLP  
30 St. Mary Axe  
London UK  
EC3 8AF

**EXECUTED AS A DEED** by  
**GL EUROPE QC UK LIMITED**  
and signed on its behalf  
by

)  
)  
)  
)  
[Redacted Signature]  
Director

In the presence of

[Redacted Signature]  
Witness signature

Witness name. Clarke Heap  
Solicitor

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

Witness occupation K&E International LLP  
30 St. Mary Axe  
London UK  
EC3 8AF

EXECUTED AS A DEED by  
GL EUROPE REGENTS COURT UK LIMITED  
and signed on its behalf  
by

)  
)  
)  


Director

In the presence of

  
Witness signature

Witness name: Clarke Heap  
Solicitor

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

Witness occupation: K&E International LLP  
30 St. Mary Axe  
London UK  
EC3 8AF

**EXECUTED AS A DEED** by  
**GL EUROPE BLANDFORD SQUARE UK**  
**LIMITED**  
and signed on its behalf  
by

)  
)  
)  


Director

In the presence of:

  
Witness signature

Witness name: Clarke Heap

Witness address: Solicitor

Witness occupation: K&E International LLP  
30 St. Mary Axe  
London UK  
EC3 8AF

**EXECUTED AS A DEED** by  
**GL EUROPE EASTERN BOULEVARD UK**  
**LIMITED**  
and signed on its behalf  
by

)  
)  
[Redacted Signature]

Director

In the presence of.

[Redacted Signature]  
Witness signature

Witness name: Clarke Heap

Witness address: Solicitor

Witness occupation: K&E International LLP  
30 St. Mary Axe  
London UK  
EC3 8AF

**EXECUTED AS A DEED** by  
**GL EUROPE UPPERTON ROAD UK LIMITED**  
and signed on its behalf  
by

)  
)  
[Redacted signature]

Director

In the presence of:

[Redacted witness signature]

Witness signature

Witness name: Clarke Heap

Witness address: Solicitor

Witness occupation: K&E International LLP  
30 St. Mary Axe  
London UK  
EC3 8AF

**EXECUTED AS A DEED** by  
**GL EUROPE WREXHAM UK LIMITED**  
and signed on its behalf  
by

)  
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)  
[Redacted Signature]

Director

In the presence of

[Redacted Signature]  
Witness signature

Witness name. Clarke Heap

Witness address Solicitor

Witness

K&E International LLP  
30 St. Mary Axe  
London UK  
EC3 8AF

occupation:

Security Agent

**RBC EUROPE LIMITED**

By



JOHNSON TSE  
AUTHORISED SIGNATORY

By



SIMON HILTON  
AUTHORISED SIGNATORY