



Registration of a Charge

Company Name: **ARORA HEATHROW INVESTMENTS LIMITED**

Company Number: **05738643**



Received for filing in Electronic Format on the: **31/05/2022**

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Details of Charge

Date of creation: **26/05/2022**

Charge code: **0573 8643 0008**

Persons entitled: **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND AS
SECURITY TRUSTEE**

Brief description: **THE CAR PARK ADJOINING SHORT HAUL CATERING BASE,
SOUTHAMPTON ROAD, LONDON HEATHROW AIRPORT AS DEMISED
BY A LEASE, WITH TITLE NUMBER AGL411798. PLEASE REFER TO THE
INSTRUMENT FOR FURTHER DETAILS.**

Contains fixed charge(s).

**Contains floating charge(s) (floating charge covers all the property or
undertaking of the company).**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ELECTRONIC
ORIGINAL INSTRUMENT.**

Certified by:

CLAUDIA GUGLIELMINO



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5738643

Charge code: 0573 8643 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th May 2022 and created by ARORA HEATHROW INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st May 2022 .

Given at Companies House, Cardiff on 6th June 2022

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



Companies House



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

Execution Version



DATE: 26 May 2022

SECURITY AGREEMENT

Between

THE ENTITIES LISTED IN SCHEDULE 1 HERETO

and

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

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THIS DEED is dated 26 May 2022 and is made

BETWEEN:

- (1) **THE ENTITIES** whose respective names and registration numbers appear in Schedule 1 (*The Chargors*) (collectively the “**Chargors**” and each a “**Chargor**”); and
- (2) **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** (the “**Security Trustee**”) as security trustee for the Secured Parties (as defined below).

BACKGROUND:

- (A) The Chargors entered into the AIL Existing Security Documents and (in addition, and without prejudice, to the AIL Existing Security Documents) is entering into this Deed in connection with the AIL Facility Agreement (as defined below), which will be amended by the AIL Amendment Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed of the Chargors notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 In this Deed the following terms have the following meanings:

“**Act**”: the Law of Property Act 1925.

“**AIL Amendment Agreement**”: the amendment and restatement agreement dated on or around the date of this Deed and made between, among others, the Chargors and the AIL Security Trustee in relation to the AIL Facility Agreement.

“**AIL Existing Security Agreement**”: the security agreement dated on or about the date of this Deed and entered into by the Chargors in favour of the AIL Security Trustee.

“**AIL Existing Security Documents**”: the AIL Existing Security Agreement and any other security created pursuant to the AIL Existing Security Agreement.

“**AIL Facility Agreement**”: the facility agreement originally dated 13 August 2008 (as amended and/or amended and restated from time to time, including most recently on or about the date of this Deed by the AIL Amendment Agreement) originally between (among others) APH Limited as the Parent Borrower and the AIL Security Trustee and as acceded to by the Chargors (as Additional Borrowers and Additional Guarantors) on 23 July 2020.

“**AIL Security Trustee**”: The Governor and Company of the Bank of Ireland as security trustee for and on behalf of the AIL Secured Parties.

“**AIL Secured Parties**”: has the meaning given to the term “Secured Finance Parties” in the AIL Facility Agreement.

“**AIL Secured Liabilities**”: has the meaning given to the term “Secured Liabilities” in the AIL Existing Security Agreement.

“**Business Day**”: has the meaning given to this term in the Grove HR Facility Agreement.

“**Finance Document**”: has the meaning given to the term “Finance Documents” in the Grove HR Facility Agreement.

“Finance Party”: has the meaning given to “Finance Party” in the Grove HR Facility Agreement.

“Fixed Charge Asset”: those assets which are from time to time the subject of Clauses 2.4 (*Land*) to 2.15 (*Miscellaneous*) (inclusive).

“Floating Charge Assets”: those assets which are from time to time subject to Clause 2.16 (*Floating Charge*).

“Grove HR Borrowers”: Grove HR Opco and Grove HR Propco.

“Grove HR Facility Agreement”: the facility agreement dated on or about the date of this Deed between, amongst others, the Grove HR Borrowers and the Grove HR Finance Parties.

“Grove HR Opco”: Grove HR Limited, a company registered in England with registration number 08123486).

“Grove HR Propco”: AH4 Limited, a company registered in Jersey with registered number 100488.

“Investments”:

- (a) all shares in any Subsidiary (other than itself) owned by a Chargor or held by any nominee or trustee on its behalf; and
- (b) all other shares, stocks, debentures, bonds or other securities or investments owned by a Chargor or held by any nominee or trustee on its behalf.

“Mortgaged Property”: all freehold or leasehold property included in the definition of Security Asset.

“Party”: a party to this Deed.

“Receiver”: a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.

“Relevant Contract”:

- (a) an appointment of a Managing Agent; and
- (b) an agreement relating to the purchase of a Property by a Chargor.

“Secured Liabilities”: all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document.

“Secured Party”: has the meaning given to “Secured Party” in the Grove HR Facility Agreement.

“Security Asset”: any asset of the Chargors which is, or is expressed to be, subject to any Security created by this Deed.

“Security Period”: 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.

“Transaction Obligor”: has the meaning given to the term “Transaction Obligor” in the Grove HR Facility Agreement.

Construction

- 1.2 Capitalised terms defined in the AIL Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- 1.3 The provisions of clauses 1.2 to 1.10 (*Construction*) of the AIL Facility Agreement and clauses 1.2 to 1.10 (*Construction*) of the Grove HR Facility Agreement (as applicable) apply to this Deed as though they were set out in full in this Deed except that references to the Grove HR Facility Agreement or the AIL Facility Agreement (as applicable) will be construed as references to this Deed.
- 1.4 Unless a contrary indication appears, a reference in this Deed to:
 - 1.4.1 a Finance Document or any other agreement, instrument or other document shall be construed as a reference to that Finance Document or that other agreement, instrument or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned, whether or not as a result of any of the same:
 - (a) there is an increase or decrease in any facility made available under that Finance Document or other agreement, instrument or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
 - (b) any additional, further or substituted facility to or for such facility is provided;
 - (c) any rate of interest, commission or fees or relevant purpose is changed;
 - (d) the identity of the parties is changed;
 - (e) the identity of the providers of any security is changed;
 - (f) there is an increased or additional liability on the part of any person; or
 - (g) a new agreement is effectively created or deemed to be created.
 - 1.4.2 any “**rights**” in respect of an asset includes:
 - (a) all amounts and proceeds paid or payable;
 - (b) all rights to make any demand or claim; and
 - (c) all powers, remedies, causes of action, security, guarantees and indemnities, in each case in respect of or derived from that asset;
 - 1.4.3 any “**share**”, “**stock**”, “**debenture**”, “**bond**” or “**other security**” or “**investment**” includes:
 - (a) any dividend, interest or other distribution paid or payable;
 - (b) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,in each case in respect of that share, stock, debenture, bond or other security or investment; and
 - 1.4.4 the term “**this Security**” means any Security created by this Deed.

- 1.5 Any covenant of the Chargors under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- 1.6 The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the 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.
- 1.7 If the Security Trustee considers that an amount paid to a Secured Party under a 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.
- 1.8 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

Third party rights

- 1.9 Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- 1.10 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.
- 1.11 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Clause 1.10 above and the provisions of the Third Parties Act.

2. AIL EXISTING SECURITY DOCUMENTS

- 2.1 This Deed is in addition, and without prejudice, to the AIL Existing Security Documents. The Parties agree that:
 - 2.1.1 each AIL Existing Security Document continues in full force and effect and continues to secure the AIL Secured Liabilities; and
 - 2.1.2 the security created pursuant to this Deed is created in addition to and does not affect the security created by the AIL Existing Security Documents.
- 2.2 Without prejudice to the generality of clause 2.1:
 - 2.2.1 any reference to a “first” fixed charge (in clause 3 (*Creation of Security*)), a “first” floating charge (in clause 3 (*Creation of Security*)) or an assignment (3 (*Creation of Security*)) is qualified by and subject to the Security created by the AIL Existing Security Documents in respect of the relevant Security Assets;
 - 2.2.2 any reference to Security being created by this Deed “with full title guarantee” is qualified by and subject to the Security created by the AIL Existing Security Documents in respect of the relevant Security Assets;
 - 2.2.3 the deposit with the AIL Security Trustee under an AIL Existing Security Document of any document required to be deposited with the Security Trustee under clause 5.4 (*Deposit of Title Deeds*) shall be deemed to satisfy the Chargors’ obligation under clause 5.4 (*Deposit of Title Deeds*); and

2.2.4 the covenants of the Chargors contained in clause 4 (*Restrictions on Dealings*) are qualified by and subject to the Security created by the AIL Existing Security Documents in respect of the Security Assets,

unless and to the extent that, notwithstanding the agreement set out in clause 2.1.1, the relevant Security created by, or a relevant provision of, an AIL Existing Security Document is or becomes ineffective.

2.3 Where this Deed purports to create Security, that Security will rank immediately after the equivalent Security created by the AIL Existing Security Documents until the Security created by the AIL Existing Security Document is no longer in effect.

3. CREATION OF SECURITY

General

3.1 Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

3.2 All the security created under this Deed:

3.2.1 is created in favour of the Security Trustee;

3.2.2 is created over present and future assets of the Chargors;

3.2.3 is security for the payment of all the Secured Liabilities; and

3.2.4 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.3 The Security Trustee holds the benefit of this Deed and this Security on trust for the Secured Parties.

Land

3.4 Each Chargor charges:

3.4.1 by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 2 (*Real Property*); and

3.4.2 (to the extent that they are not either the subject of a mortgage under Clause 3.4.1 above or freehold or leasehold property in Scotland) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.

3.5 A reference in this Clause 3 to a mortgage or charge of any freehold or leasehold property includes:

3.5.1 all buildings, fixtures, fittings and fixed plant and machinery on that property; and

3.5.2 the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

Investments

- 3.6 Each Chargor charges by way of a first fixed charge its interest in all its Investments.

Plant and machinery

- 3.7 To the extent that they are not the subject of a mortgage or a first fixed charge under Clauses 3.4 to 3.5 (*Land*), each Chargor charges by way of a first fixed charge all plant and machinery owned by that Chargor and its interest in any plant or machinery in its possession.

Credit balances

- 3.8 Each Chargor charges by way of a first fixed charge all of its rights in respect of any bank account it has with any bank or financial institution which cannot be drawn on by that Chargor in the ordinary course of its trading without the consent of the Security Trustee and any amount standing to the credit of any such account and the debt represented by it.

Book debts etc.

- 3.9 Each Chargor charges by way of a first fixed charge:
- 3.9.1 all of its rights to a monetary claim of any kind (whether present, future or contingent and whether originally owing to the person entitled to it or acquired by that person from someone else) and all rights connected with it;
 - 3.9.2 all of its book and other debts;
 - 3.9.3 all other moneys due and owing to it; and
 - 3.9.4 the benefit of all rights in relation to any item under Clauses 3.9.1 to 3.9.3 above.

Insurances

- 3.10 Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the “**Insurance Rights**”).
- 3.11 To the extent that they have not been effectively assigned under Clause 3.10 above, each Chargor charges by way of a first fixed charge all of its Insurance Rights.

Hedging

- 3.12 Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreements.

Other contracts

- 3.13 Each Chargor:
- 3.13.1 assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - (a) under each lease document relating to a Portfolio Property;
 - (b) in respect of all Rental Income;
 - (c) under any guarantee of Rental Income contained in or relating to any lease document relating to a Portfolio Property;
 - (d) under each Relevant Contract; and

- (e) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and

3.13.2 charges by way of a first fixed charge all of its rights under:

- (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or premises; and
- (b) any other document, agreement or instrument 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 3.

3.14 To the extent that they have not been effectively assigned under Clause 3.13.1 above, each Chargor charges by way of a first fixed charge all of its rights listed under Clause 3.13.1 above.

Miscellaneous

3.15 Each Chargor charges by way of first fixed charge:

- 3.15.1 its goodwill;
- 3.15.2 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- 3.15.3 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in Clause 3.15.2 above;
- 3.15.4 its uncalled capital; and
- 3.15.5 the benefit of all rights in relation to any item under Clauses 3.15.1 to 3.15.4 above.

Floating charge

3.16 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, fixed charge or assignment under this Clause 3.

3.17 Except as provided below, the Security Trustee may by notice to the Chargors convert the floating charge created by Clause 3.16 above into a fixed charge as regards any of the Chargors' assets specified in that notice if:

- 3.17.1 an Event of Default is continuing; or
- 3.17.2 the Security Trustee reasonably considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy and that it is necessary to do so to protect or preserve its Security.

3.18 The floating charge created by Clause 3.16 above may not be converted into a fixed charge solely by reason of:

- 3.18.1 the obtaining of a moratorium; or
- 3.18.2 anything done with a view to obtaining a moratorium, under Part A1 of the Insolvency Act 1986.

3.19 Clause 3.18 does not apply if this Deed is an instrument referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

3.20 The floating charge created by Clause 3.16 above will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Chargors' assets if an administrator is appointed or the Security Trustee receives notice of an intention to appoint an administrator.

3.21 The floating charge created by Clause 3.16 above is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

4. RESTRICTIONS ON DEALINGS

Security

4.1 Except as expressly allowed under the AIL Facility Agreement or this Deed, no Chargor may create or permit to subsist any Security on any Security Asset.

Disposals

4.2 Except as expressly allowed under the AIL Facility Agreement or this Deed, no Chargor may enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of:

3.2.1. any Fixed Charge Asset; or

3.2.2 any Floating Charge Asset otherwise than for market value in the ordinary course of trading of each Chargor.

5. LAND

Notices to tenants

5.1 Each Chargor must:

5.1.1 serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (*Forms of Letter for Occupational Tenants*), on each tenant of the Mortgaged Property, such notice to be served immediately upon the occurrence of an Event of Default which is continuing for all tenants in place on that date; and

5.1.2 use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (*Forms of Letter for Occupational Tenants*).

Acquisitions

5.2 If a Chargor acquires any freehold or leasehold property in England and Wales in accordance with the AIL Facility Agreement after the date of this Deed it must:

5.2.1 notify the Security Trustee as soon as reasonably practicable;

5.2.2 immediately on request by the Security Trustee and at the cost of that Chargor, execute and deliver to the Security Trustee a legal mortgage over that property in favour of the Security Trustee in any form which the Security Trustee may reasonably require;

5.2.3 if the title to that freehold or leasehold property is registered at HM Land Registry or required to be so registered, give HM Land Registry written notice of this Security; and

5.2.4 if applicable, ensure that this Security is correctly noted against that title in the title register at HM Land Registry.

HM Land Registry

- 5.3 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 HM 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 The Governor and Company of the Bank of Ireland referred to in the charges register or their conveyancer. (Standard Form P)”.

Deposit of title deeds

- 5.4 Each Chargor must promptly at the Security Trustee’s request:
- 5.4.1 deposit with the Security Trustee all deeds and documents necessary to show good and marketable title to any property referred to in Clause 5.2 (*Acquisitions*) (the “**Title Documents**”);
 - 5.4.2 procure that the Title Documents are held at H.M. Land Registry to the order of the Security Trustee; or
 - 5.4.3 procure that the Title Documents are held to the order of the Security Trustee by a firm of solicitors approved by the Security Trustee for that purpose.

6. INVESTMENTS

Deposit

- 6.1 Each Chargor must as soon as reasonably practicable after acquiring any Investments (and in any event within 10 Business Days):
- 6.1.1 deposit with the Security Trustee, or as the Security Trustee may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and
 - 6.1.2 execute and deliver to the Security Trustee all share transfers and other documents which may be requested by the Security Trustee in order to enable the Security Trustee or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

Calls

- 6.2 Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments in accordance with the AIL Facility Agreement.
- 6.3 If a Chargor fails to do so, the Security Trustee may pay the calls or other payments in respect of any of its Investments on behalf of the Chargors. The Chargors must immediately on request reimburse the Security Trustee for any payment made by the Security Trustee under this Clause 6.2 (*Calls*).

Other obligations in respect of Investments

- 6.4 Each Chargor must promptly send a copy to the Security Trustee of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Security Trustee may elect to provide such information as it may have on behalf of the Chargors.

6.5 Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.

6.6 The Security Trustee is not obliged to:

6.6.1 perform any obligation of any Chargor;

6.6.2 make any payment;

6.6.3 make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor; or

6.6.4 present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any of its Investments.

Voting rights

6.7 Before this Security is enforceable:

6.7.1 the voting rights, powers and other rights in respect of its Investments will be exercised:

(a) by the Chargors; or

(b) if exercisable by the Security Trustee, in any manner which the Chargors may direct the Security Trustee in writing; and

6.7.2 all dividends, distributions or other income paid or payable in relation to any of its Investments in accordance with the AIL Facility Agreement must be in accordance with the terms of the Facility Agreement.

6.8 Each Chargor must indemnify the Security Trustee against any loss or liability incurred by the Security Trustee as a consequence of the Security Trustee acting in respect of any of its Investments as permitted by this Deed on the direction of that Chargor.

6.9 Whilst this Security is enforceable, the Security Trustee may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of the relevant Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

7. ACCOUNTS

General

7.1 In this Clause 7 “**Account Bank**” means a person with whom a bank account is maintained under the AIL Facility Agreement.

Book debts and receipts

7.2 Each Chargor must get in and realise its:

7.2.1 Rental Income and other amounts due from tenants or any other occupiers of the Mortgaged Property; and

7.2.2 book and other debts and other moneys due and owing to it,

in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into a bank account if required in accordance with Clause 7.3 below) on trust for the Security Trustee.

- 7.3 Each Chargor must, except to the extent that the Security Trustee otherwise agrees, pay all the proceeds of the getting in and realisation into a bank account in accordance with the AIL Facility Agreement.

Notices of charge

- 7.4 Each Chargor must:

- 7.4.1 immediately serve a notice of charge, substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Account Bank*), on each Account Bank; and
- 7.4.2 use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Letter for Account Bank*).

8. HEDGING

- 8.1 Each Chargor must:

- 8.1.1 immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (*Forms of Letter for Hedge Counterparty*), on each counterparty to a Hedging Agreement; and
- 8.1.2 use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (*Forms of Letter for Hedge Counterparty*).

9. INSURANCES

- 9.1 Each Chargor must:

- 9.1.1 immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 6 (*Forms of Letter for Insurers*), on each counterparty to an Insurance; and
- 9.1.2 use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (*Forms of Letter for Insurers*).

10. OTHER CONTRACTS

- 10.1 Each Chargor must, at the request of the Security Trustee:

- 10.1.1 immediately serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 7 (*Forms of Letter for Other Contracts*), on each counterparty to a contract listed in Clauses 3.13 to 3.14 (*Other contracts*); and
- 10.1.2 use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 7 (*Forms of Letter for Other Contracts*).

11. WHEN SECURITY BECOMES ENFORCEABLE

Event of Default

- 11.1 This Security will become immediately enforceable if an Event of Default occurs and is continuing.

Discretion

- 11.2 Whilst this Security is enforceable, the Security Trustee may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Grove HR Facility Agreement.

Statutory powers

- 11.3 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.

12. ENFORCEMENT OF SECURITY

General

- 12.1 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.
- 12.2 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.
- 12.3 The statutory powers of leasing conferred on the Security Trustee are extended so as to authorise the Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

No liability as mortgagee in possession

- 12.4 Neither the Security Trustee nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

Privileges

- 12.5 The Security Trustee and each Receiver 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.

Protection of third parties

- 12.6 No person (including a purchaser) dealing with the Security Trustee or a Receiver or its or his/her agents will be concerned to enquire:
- 12.6.1 whether the Secured Liabilities have become payable;
 - 12.6.2 whether any power which the Security Trustee or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
 - 12.6.3 whether any money remains due under the Finance Documents; or
 - 12.6.4 how any money paid to the Security Trustee or to that Receiver is to be applied.

Redemption of prior mortgages

- 12.7 At any time after this Security has become enforceable, the Security Trustee may:
- 12.7.1 redeem any prior Security against any Security Asset; and/or
 - 12.7.2 procure the transfer of that Security to itself; and/or

12.7.3 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 the relevant Chargor.

12.8 The relevant Chargor must pay to the Security Trustee, immediately on demand, the costs and expenses incurred by the Security Trustee in connection with any such redemption and/or transfer, including the payment of any principal or interest.

Contingencies

12.9 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 Trustee (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

Financial collateral

12.10 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), the Security Trustee will 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 Liabilities.

12.11 Where any financial collateral is appropriated:

12.11.1 if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or

12.11.2 in any other case, its value will be such amount as the Security Trustee reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and each Finance Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

13. RECEIVER

Appointment of Receiver

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

13.1.1 this Security is enforceable; or

13.1.2 the Chargors so request to the Security Trustee at any time.

13.2 Any appointment under Clause 13.1 above may be by deed, under seal or in writing under its hand.

13.3 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.

13.4 The Security Trustee is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

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

Removal

- 13.6 The Security Trustee may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) 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.

Remuneration

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

Agent of the Chargors

- 13.8 A Receiver will be deemed to be the agent of the Chargors 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. The Chargors alone are responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- 13.9 No Secured 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.

Relationship with Security Trustee

- 13.10 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 Trustee in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

14. POWERS OF RECEIVER

General

- 14.1 A Receiver has all of the rights, powers and discretions set out below in this Clause 14 in addition to those conferred on it by any law. This includes:
- 14.1.1 in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - 14.1.2 otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- 14.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

Possession

- 14.3 A Receiver may take immediate possession of, get in and realise any Security Asset.

Carry on business

- 14.4 A Receiver may carry on any business of a Chargor in any manner he/she thinks fit.

Employees

- 14.5 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/she thinks fit.
- 14.6 A Receiver may discharge any person appointed by a Chargor.

Borrow money

- 14.7 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/she thinks fit.

Sale of assets

- 14.8 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/she thinks fit.
- 14.9 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.
- 14.10 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of any Chargor.

Leases

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

Compromise

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

Legal actions

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

Receipts

- 14.14 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.

Subsidiaries

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

Delegation

- 14.16 A Receiver may delegate his/her powers in accordance with this Deed.

Lending

- 14.17 A Receiver may lend money or advance credit to any person.

Protection of assets

- 14.18 A Receiver may:

14.18.1 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;

14.18.2 commence and/or complete any building operation; and

14.18.3 apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

Other powers

- 14.19 A Receiver may:

14.19.1 do all other acts and things which he/she may consider necessary or desirable 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;

14.19.2 exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and

14.19.3 use the name of the relevant Chargor for any of the above purposes.

15. APPLICATION OF PROCEEDS

- 15.1 All amounts from time to time received or recovered by the Security Trustee or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Trustee and applied in accordance with the Finance Documents. This Clause 15:

15.1.1 is subject to the payment of any claims having priority over this Security; and

15.1.2 does not prejudice the right of any Secured Party to recover any shortfall from the Chargors.

16. EXPENSES AND INDEMNITY

- 16.1 Each Chargor must:

16.1.1 within three Business Days of demand pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and

16.1.2 keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

17. DELEGATION

Power of Attorney

- 17.1 The Security Trustee or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

Terms

- 17.2 Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Trustee or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

Liability

- 17.3 Neither the Security Trustee nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

18. FURTHER ASSURANCES

- 18.1 Each Chargor must promptly, at its own expense, take whatever action the Security Trustee or a Receiver may reasonably require for:

- 18.1.1 creating, perfecting or protecting any security over any Security Asset; or
- 18.1.2 (provided that the Security is enforceable) facilitating the realisation of any Security Asset; or
- 18.1.3 the exercise of any right, power or discretion exercisable, by the Security Trustee or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

- 18.2 The action that may be required under Clause 18.1 above includes:

- 18.2.1 the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Trustee or to its nominees; or
- 18.2.2 the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Security Trustee may consider necessary or desirable.

19. POWER OF ATTORNEY

- 19.1 Each Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of that Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of each Chargor under or pursuant to this Deed or generally for enabling the Security Trustee or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 19.

20. MISCELLANEOUS

Continuing Security

- 20.1 This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

Tacking

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

New Accounts

- 20.3 If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with a Chargor.

- 20.4 If that Secured 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.

- 20.5 As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

Time deposits

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

20.6.1 this Security has become enforceable; and

20.6.2 no Secured Liability is due and payable,

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

Notice to Chargor

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

Chargor intent

- 20.8 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: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

21. RELEASE

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

22. GOVERNING LAW

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

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

SCHEDULE 1

THE CHARGORS

Name of Original Borrower	Company number	Jurisdiction of Incorporation
Arora Heathrow Holdings Limited	06828479	England and Wales
Arora Heathrow Investments Limited	05738643	England and Wales

SCHEDULE 2
REAL PROPERTY

Property description	Nature of title	Title Number	Legal Owner
Car Park Adjoining Short Haul Catering Base, Southampton Road, London Heathrow Airport	Leasehold	AGL139837	Arora Heathrow Investments Limited
Car Park Adjoining Short Haul Catering Base, Southampton Road, London Heathrow Airport as demised by a lease	Leasehold	AGL411798	Arora Heathrow Holdings Limited

SCHEDULE 3
FORMS OF LETTER FOR OCCUPATIONAL TENANTS

Part 1

Notice to Occupational Tenant/Licensee

To: [Occupational tenant / licensee]

Copy: The Governor and Company of the Bank of Ireland (as Security Trustee as defined below)

[Date]

Dear Sirs,

Re: [Property address]

**Security Agreement dated [●] between [Chargor]
and The Governor and Company of the Bank of Ireland (the “Security Agreement”)**

We refer to the [lease]/[licence] dated [●] and made between [●] and [●] (the “Lease” / “Licence”).

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption) to The Governor and Company of the Bank of Ireland (as trustee for the Secured Parties as referred to in the Security Agreement, the “**Security Trustee**”) all our rights under the [Lease]/[Licence]. This assignment is subject, and without prejudice, to the assignment to the AIL Security Trustee of all our rights under the [Lease]/[Licence] pursuant to the security agreement dated [], notice of which was given to you by a notice dated [] (the “**Existing Security Notice**”).]

We confirm that:

1. we will remain liable under the [Lease] / [Licence] to perform all the obligations assumed by us under the [Lease]/[Licence]; and
2. none of the Security Trustee, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the [Lease]/[Licence].

We give you notice that the security under the Security Agreement has become enforceable and you should give notices under the [Lease]/[Licence] to the Security Trustee. All the rights, powers and discretions will be exercisable by, and all notices must be given to, the Security Trustee or as it directs.

We irrevocably instruct and authorise you to pay all rent and all other moneys payable by you under the [Lease]/[Licence] to our account [with the Security Trustee] at [●], Account No. [●], Sort Code [●] (the “**Rent Account**”).

The instructions in this letter apply until you receive notice from the Security Trustee 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 Trustee.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Trustee at [address] with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)
[Chargor]

Part 2

Acknowledgement of Occupational Tenant/Licensee

To: The Governor and Company of the Bank of Ireland (as Security Trustee)

Attention: [●]

[Date]

Dear Sirs,

Re: [Property address]

**Security Agreement dated [●] between [Chargor]
and The Governor and Company of the Bank of Ireland (the “Security Agreement”)**

We confirm receipt from [Chargor] (the “Chargor”) of a notice dated [●] (the “Notice”) in relation to the [Lease]/[Licence] (as defined in the Notice).

We confirm that we:

1. accept the instructions contained in the Notice and agree to comply with the Notice;
2. have not received any notice of any prior security over the [Lease]/[Licence] [(other than the Existing Security Notice)] or 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]/[Licence];
3. must pay all rent and all other moneys payable by us under the [Lease]/[Licence] into the Rent Account (as defined in the Notice); and
4. must continue to pay those moneys into the Rent Account (as defined in the Notice) until we receive your written instructions to the contrary.

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

Yours faithfully,

.....
For
[Occupational tenant/Licensee]

SCHEDULE 4
FORMS OF LETTER FOR ACCOUNT BANK

Part 1
Notice to Account Bank

To: [Account Bank]

Copy: The Governor and Company of the Bank of Ireland (as Security Trustee as defined below)

[Date]

Dear Sirs,

Security Agreement dated [●] between [Chargor]
and The Governor and Company of the Bank of Ireland (the “Security Agreement”)

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of The Governor and Company of the Bank of Ireland (as trustee for the Secured Parties as referred to in the Security Agreement, the “**Security Trustee**”) all our rights in respect of our account with you (no), and any amount standing to the credit of such account, maintained by us with you (the “**Accounts**”). This charge is subject, and without prejudice, to the charge to the AIL Security Trustee in respect of the Accounts pursuant to the security agreement dated [], notice of which was given to you by a notice dated [] (the “**Existing Security Notice**”).]

We irrevocably instruct and authorise you to:

1. disclose to the Security Trustee any information relating to the Account requested from you by the Security Trustee;
2. comply with the terms of any written notice or instruction relating to the Account received by you from the Security Trustee;
3. hold all sums standing to the credit of the Account to the order of the Security Trustee; and
4. in respect of the Account pay or release any sum standing to the credit of any such Account in accordance with the written instructions of the Security Trustee.

We are not permitted to withdraw any amount from the Account without the prior written consent of the Security Trustee.

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 Trustee.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Trustee at [address] with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)
[Chargor]

Part 2
Acknowledgement of Account Bank

To: The Governor and Company of the Bank of Ireland (as Security Trustee)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [●] between [Chargor]
and The Governor and Company of the Bank of Ireland (the “Security Agreement”)**

We confirm receipt from [Chargor] (the “**Chargor**”) of a notice dated [●] (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 the Chargor’s account with us specified in the Notice (the “**Account**”).

We confirm that we:

1. accept the instructions contained in the Notice and agree to comply with the Notice;
2. have not received notice of any prior security over, or the interest of any third party in, any Account [(other than the Existing Security Notice)];
3. 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
4. will not permit any amount to be withdrawn from any Account without your prior written consent.

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 5
FORMS OF LETTER FOR HEDGE COUNTERPARTY

Part 1
Notice to Hedge Counterparty

To: [Hedge Counterparty]

Copy: The Governor and Company of the Bank of Ireland (as Security Trustee as defined below)

[Date]

Dear Sirs,

Security Agreement dated [●] between [Chargor]
and The Governor and Company of the Bank of Ireland (the “Security Agreement”)

This letter constitutes notice to you that under the Security Agreement we assigned absolutely, subject to a proviso for re-assignment on redemption, to The Governor and Company of the Bank of Ireland (as trustee for the Secured Parties as referred to in the Security Agreement, the “**Security Trustee**”) all our rights under any hedging agreements between you and us (the “**Hedging Agreements**”). This assignment is subject, and without prejudice, to the assignment to the AIL Security Trustee of all our rights under the Hedging Agreements pursuant to the security agreement dated [], notice of which was given to you by a notice dated [] (the “**Existing Security Notice**”).]

We irrevocably instruct and authorise you to:

1. disclose to the Security Trustee any information relating to the Hedging Agreements which the Security Trustee may request from you; and
2. pay any sum payable by you under the Hedging Agreements to our account with [the Security Trustee] at [●], account number [●], sort code [●].

The instructions in this letter apply until you receive notice from the Security Trustee 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 Trustee.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Trustee at [address] with a copy to us.

Yours faithfully,

.....
(Authorised signatory)
[Chargor]

Part 2
Acknowledgement of Hedge Counterparty

To: The Governor and Company of the Bank of Ireland (as Security Trustee)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [●] between [Chargor]
and The Governor and Company of the Bank of Ireland (the “Security Agreement”)**

We confirm receipt from [Chargor] (the “Chargor”) of a notice dated [●] (the “Notice”) of an assignment upon the terms of the Security Agreement of all the Chargor’s rights under the Hedging Agreements (as defined in the Notice).

We confirm that we:

1. accept the instructions contained in the Notice and agree to comply with the Notice;
2. have not received notice of any prior security over, or the interest of any third party in, the Hedging Agreements [(other than the Existing Security Notice)];
3. must pay any amount payable by us under the Hedging Agreements to the Chargor’s account with you at [●], Sort Code [●], Account No. [●]; and
4. must accept your instructions in relation to the Chargor’s rights under the Hedging Agreements.

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

Yours faithfully,

.....
(Authorised signatory)
[Hedge Counterparty]]

SCHEDULE 6
FORMS OF LETTER FOR INSURERS

Part 1
Notice to Insurer

To: [Insurer]

Copy: The Governor and Company of the Bank of Ireland (as Security Trustee as defined below)

[Date]

Dear Sirs,

Security Agreement dated [●] between [Chargor]
and The Governor and Company of the Bank of Ireland (the “Security Agreement”)

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption, to The Governor and Company of the Bank of Ireland (as trustee for the Secured Parties as referred to in the Security Agreement, the “**Security Trustee**”) all our rights in respect of [insert details of contract of insurance] (the “**Insurance**”). This assignment is subject, and without prejudice, to the assignment to the AIL Security Trustee of all our rights under the Insurance pursuant to the security agreement dated [], notice of which was given to you by a notice dated [] (the “**Existing Security Notice**”).]

We confirm that:

1. we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
2. none of the Security Trustee, 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 Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Trustee in respect of the Insurance), unless and until you receive notice from the Security Trustee to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Trustee or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Trustee in respect of the Insurance).

We irrevocably instruct and authorise you to disclose to the Security Trustee any information relating to the Insurance requested from you by the Security Trustee.

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

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 Trustee at [address] with a copy to us.

Yours faithfully,

.....
(Authorised signatory)
[Chargor]

Part 2
Acknowledgement of Insurer

To: The Governor and Company of the Bank of Ireland (as Security Trustee)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [●] between [Chargor]
and The Governor and Company of the Bank of Ireland (the “Security Agreement”)**

We confirm receipt from [Chargor] (the “**Chargor**”) of a notice dated [●] (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 of insurance] (the “**Insurance**”).

We confirm that we:

1. accept the instructions contained in the Notice and agree to comply with the Notice; and
2. will give notices and make payments under the Insurance 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)
[Insurer]

SCHEDULE 7
FORMS OF LETTER FOR OTHER CONTRACTS

Part 1
Notice to Counterparty

To: [Contract Counterparty]

Copy: The Governor and Company of the Bank of Ireland (as Security Trustee as defined below)

[Date]

Dear Sirs,

Security Agreement dated [●] between [Chargor]
and The Governor and Company of the Bank of Ireland (the “Security Agreement”)

This letter constitutes notice to you that under the Security Agreement we have [assigned absolutely, subject to a proviso for re-assignment on redemption,]/[charged by way of a first fixed charge]¹ to The Governor and Company of the Bank of Ireland (as trustee for the Secured Parties as referred to in the Security Agreement, the “**Security Trustee**”) all our rights in respect of [insert details of contract] (the “**Contract**”). This assignment is subject, and without prejudice, to the assignment to the AIL Security Trustee of all our rights under the Contract pursuant to the security agreement dated [], notice of which was given to you by a notice dated [] (the “**Existing Security Notice**”).]

We confirm that:

1. we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
2. none of the Security Trustee, 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 and make payments under the Contract to us, unless and until you receive notice from the Security Trustee to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Trustee or as it directs.

We irrevocably instruct and authorise you to disclose to the Security Trustee any information relating to the Contract requested from you by the Security Trustee.

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

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 Trustee at [address] with a copy to us.

Yours faithfully,

¹ Delete as applicable.

.....
(Authorised signatory)
[Chargor]

Part 2
Acknowledgement of Counterparty

To: The Governor and Company of the Bank of Ireland (as Security Trustee)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [●] between [Chargor]
and The Governor and Company of the Bank of Ireland (the “Security Agreement”)**

We confirm receipt from [Chargor] (the “Chargor”) of a notice dated [●] (the “Notice”) of [an assignment]/[fixed charge]² 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:

1. accept the instructions contained in the Notice and agree to comply with the Notice; and
2. will give notices and make payments 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)
[Contract counterparty]

² Delete as applicable.

SIGNATORIES

THE CHARGORS

Executed as a deed by **ARORA HEATHROW HOLDINGS LIMITED**

acting by:

Carlton Brown
.....
Sanjeev Roda
and
two directors

)
)
) Director
)
)
) Director

Executed as a deed by **ARORA HEATHROW INVESTMENTS LIMITED**

acting by:

Carlton Brown
.....
Sanjeev Roda
and
two directors

)
) Director
)
)
) Director

THE SECURITY TRUSTEE

SIGNED by
THE GOVERNOR AND COMPANY
OF THE BANK OF IRELAND
on being signed by
two duly authorised signatories

)
) Gavin Turner (Authorised Signatory)
)
) (Authorised Signatory)
) David Willis