



**Registration of a Charge**

Company Name: **IQL OFFICE (GP) LIMITED**

Company Number: **09351843**



XB9N36JN

Received for filing in Electronic Format on the: **03/08/2022**

**Details of Charge**

Date of creation: **01/08/2022**

Charge code: **0935 1843 0001**

Persons entitled: **UNITED OVERSEAS BANK LIMITED, LONDON BRANCH AS SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

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

Certified by: **EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**



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

Company number: 9351843

Charge code: 0935 1843 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2022 and created by IQL OFFICE (GP) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd August 2022 .

Given at Companies House, Cardiff on 4th August 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**

**DATED** 1 August **2022**

**IQL OFFICE LP acting by its general partner IQL OFFICE (GP) LIMITED**

**and**

**UNITED OVERSEAS BANK LIMITED, LONDON BRANCH**

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**SECURITY AGREEMENT**

**(relating to units in a Jersey property unit trust and loan agreements)**

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We certify this document as a true copy of the original, save for material redacted pursuant to section 859G Companies Act 2006

*Eversheds Sutherland (International) LLP*

Date: 2 August 2022

EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

**B E D E L L  
C R I S T I N**

**bedellcristin.com**

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**THIS AGREEMENT** is dated 1 August 2022 and is made

**BETWEEN:**

- (1) **IQL OFFICE LP** a limited partnership registered in England and Wales with registered number LP020904 (the "**Limited Partnership**") acting through its general partner **IQL OFFICE (GP) LIMITED** a limited liability company registered in England and Wales with registered number 09351843 (the "**Grantor**"); and
- (2) **UNITED OVERSEAS BANK LIMITED, LONDON BRANCH** as security trustee for the Secured Parties (as defined below) (the "**Security Agent**").

**BACKGROUND:**

- (A) The Grantor enters into this Agreement in connection with the Facility Agreement (as defined below).
- (B) This Agreement is a security agreement for the purposes of the Security Law (as defined below).

**IT IS AGREED** as follows:

**1. Definitions and interpretation**

**1.1 Definitions**

In this Agreement:

- (a) "**Authorisation**" has the meaning given to it in the Facility Agreement.
- (b) "**Business Day**" has the meaning given to it in the Facility Agreement.
- (c) "**Collateral**" means:
  - (i) all Units;
  - (ii) all Derived Property;
  - (iii) all Loan Agreement Property; and
  - (iv) all Proceeds.
- (d) "**Delegate**" has the meaning given to it in the Facility Agreement.
- (e) "**Derived Property**" means intangible movable property comprising:
  - (i) all distributions of income paid or payable at any time in relation to any Units; and
  - (ii) all other monies, rights and property which are paid, payable, offered or issued or which accrue, arise or come into existence at any time in relation to any Units as a consequence of the termination or winding up of the Unit Trust or in connection with

any advancement, appointment, payment or application of any Trust Property or by way of redemption, conversion, consolidation, substitution, sub-division, or exchange of any Units or under any pre-emption or option rights or otherwise.

- (f) **"Disruption Event"** has the meaning given to it in the Facility Agreement.
- (g) **"Event of Default"** has the meaning given to it in the Facility Agreement.
- (h) **"Facility Agreement"** means the facility agreement dated on or about the date of this Agreement between (among others) the Trustees and the Security Agent.
- (i) **"Finance Document"** has the meaning given to it in the Facility Agreement.
- (j) **"General Partner"** IQL Office (GP) Limited, a company incorporated in England and Wales with registered number 09351843)
- (k) **"Jersey Security Interest"** means the security interest granted and/or created under or pursuant to this Agreement.
- (l) **"Legal Reservations"** has the meaning given to it in the Facility Agreement.
- (m) **"Loan Agreements"** means all documents, agreements and instruments made between the Grantor and the Trustees (whether before, on or after the date of this Agreement and including any oral agreements) pursuant to which the Grantor has lent (or agreed to lend) to the Trustees any amount (in any currency) for any purpose or which otherwise create or govern any indebtedness owed by the Trustees (whether jointly or severally) to the Grantor.
- (n) **"Loan Agreement Property"** means:
  - (i) all amounts paid or payable at any time by the Trustees (whether jointly or severally) to the Grantor under, or in respect of, each Loan Agreement;
  - (ii) all present and future rights of the Grantor to make any demand or claim under, or in respect of, each Loan Agreement; and
  - (iii) all other present and future rights of the Grantor under, or in respect of, each Loan Agreement.
- (o) **"Material Adverse Effect"** has the meaning given to it in the Facility Agreement.
- (p) **"Party"** means a party to this Agreement.
- (q) **"Perfection Requirements"** has the meaning given to it in the Facility Agreement.
- (r) **"Powers of Attorney Law"** means the Powers of Attorney (Jersey) Law 1995.
- (s) **"Proceeds"** means

- (i) all proceeds at any time derived directly or indirectly from any dealing with any Units, any Derived Property and any Loan Agreement Property; and
  - (ii) all proceeds at any time derived directly or indirectly from any dealing with any proceeds of any Units, any Derived Property and any Loan Agreement Property.
- (t) **"Recoveries"** means all amounts from time to time received or recovered by the Security Agent pursuant to the terms of this Agreement or in connection with the realisation or enforcement of the Jersey Security Interest.
- (u) **"Relevant Jurisdiction"** means, in relation to the Grantor:
  - (i) the jurisdiction under whose laws the Grantor is incorporated as at the date of this Agreement;
  - (ii) (if different from paragraph (i) above) Jersey; and
  - (iii) (if different from paragraph (i) and (ii) above) any jurisdiction where the Grantor conducts any business.
- (v) **"Secured Liabilities"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under or in connection with each Finance Document (including any such obligations and liabilities which are in respect of, or relate to, any further advance).
- (w) **"Secured Party"** has the meaning given to it in the Facility Agreement.
- (x) **"Security"** has the meaning given to it in the Facility Agreement.
- (y) **"Security Law"** means the Security Interests (Jersey) Law 2012.
- (z) **"Security Period"** means the period beginning on the date of this Agreement and ending on the date on which all Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and all facilities which might give rise to Secured Liabilities terminated.
- (aa) **"Security Property"** has the meaning given to it in the Facility Agreement.
- (bb) **"Tax"** has the meaning given to it in the Facility Agreement.
- (cc) **"Tax Deduction"** has the meaning given to it in the Facility Agreement.
- (dd) **"Transaction Obligor"** has the meaning given to it in the Facility Agreement.
- (ee) **"Trustees"** means IQL S4 Trustee I Limited (a company incorporated in Jersey with registered number 130936) and IQL S4 Trustee II Limited (a company incorporated in Jersey with registered number 130937) in their capacity as trustees of the Unit Trust.



- (ff) "**Trust Instrument**" means the trust instrument dated 5 March 2020 between the Trustees, as amended by a supplemental trust instrument dated 9 July 2020 between the Trustees, and as may be further amended, supplemented, varied or restated from time to time, relating to the Unit Trust.
- (gg) "**Trust Property**" means the real property and other assets of the Unit Trust held by the Trustees from time to time in accordance with the Trust Instrument.
- (hh) "**Unitholders**" means the Grantor and IQL S4 Limited.
- (ii) "**Units**" means all present and future units in the Unit Trust which are owned by the Grantor (legally and/or beneficially) on or after the date of this Agreement.
- (jj) "**Unit Trust**" means the unit trust established pursuant to the Trust Instrument and known as the IQL S4 Trust.

## 1.2 Construction

- (a) Unless a contrary indication appears, a reference in this Agreement to:
  - (i) the "**Grantor**", either "**Party**", any "**Secured Party**", the "**Security Agent**", any "**Transaction Obligor**", either "**Trustee**" or any other person will be construed so as to include its successors in title, permitted assigns and permitted transferees (whether immediate or derivative);
  - (ii) "**bankruptcy**" means any state of bankruptcy (including any state referred to in Article 8 of the Interpretation (Jersey) Law 1954), insolvency, receivership, administrative receivership, administration, insolvent winding-up, liquidation or any analogous state, procedure or proceedings under the laws of any jurisdiction (and "**bankrupt**" will be construed accordingly);
  - (iii) a "**certified copy**" of a document is a reference to a copy of such document being certified by a director of the Grantor (or another person acceptable to the Security Agent) as being true, complete and up-to-date as at the date it is delivered;
  - (iv) a "**clause**", "**paragraph**" or "**Schedule**" is a reference to a clause, paragraph or Schedule of this Agreement;
  - (v) "**disposal**" includes a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and "**dispose**" will be construed accordingly;
  - (vi) a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument:
    - (A) as amended, novated, supplemented, extended, restated or replaced; and
    - (B) as terminated, rescinded, frustrated or otherwise come to an end (in each case whether by operation of law or otherwise);

- (vii) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality);
- (viii) the "**power of enforcement**" is a reference to the power of enforcement under this Agreement and/or the Security Law;
- (ix) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and
- (x) a provision of law is a reference to that provision as amended or re-enacted.
- (b) Clause and Schedule headings are for ease of reference only.
- (c) Unless otherwise stated, no clause or paragraph will limit any other clause or paragraph.
- (d) Words in the singular include the plural and vice versa.
- (e) An Event of Default is "**continuing**" if the Event of Default is continuing under the Facility Agreement.
- (f) If anything is mentioned after the words include, includes or including, this does not limit what else might be included.
- (g) References to one gender include all genders.
- (h) Unless the context otherwise requires, the terms "**control**", "**financing statement**", "**financing change statement**", "**further advance**", "**perfect**", "**proceeds**", "**security agreement**", "**surplus**", "**value**" and "**verification statement**" have the meanings given to such terms by the Security Law.
- (i) References to this Agreement include the Schedule.
- (j) Any covenant of the Grantor under this Agreement (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (k) If the Security Agent considers that an amount paid to any Secured Party under any Finance Document is capable of being avoided or otherwise set aside on the bankruptcy or winding up of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Agreement.
- (l) Any obligation of the Grantor under this Agreement to deliver any document or unit certificate to the Security Agent is an obligation to deliver such document or unit certificate to the Security Agent or as it may direct.
- (m) Nothing in this Agreement shall cause:

- (i) the Grantor to be an agent of the Security Agent; or
- (ii) the Security Agent to be an agent, trustee or fiduciary of the Grantor.

## **2. Grant of security interest**

### **2.1 General**

- (a) Subject always to clause 29, the Grantor, as principal debtor and not just as surety, covenants with the Security Agent to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) The Jersey Security Interest:
  - (i) has the same priority in relation to all Secured Liabilities;
  - (ii) is a first ranking security interest in the Collateral; and
  - (iii) is a continuing security interest and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge of the Secured Liabilities in whole or in part.
- (c) The Security Agent holds the benefit of this Agreement and the Jersey Security Interest on trust for the Secured Parties pursuant to the Facility Agreement.
- (d) The Grantor acknowledges that value has been given in respect of this Agreement.
- (e) The Grantor acknowledges that the Secured Liabilities include obligations and liabilities in respect of further advances.
- (f) The Parties acknowledge and agree that they have not determined any later time for the purposes of Article 18(1) of the Security Law pursuant to this Agreement or any other agreement.
- (g) The Parties acknowledge and agree that they have not entered into any agreement to the contrary as referred to in Article 19(2) of the Security Law.
- (h) The Jersey Security Interest:
  - (i) is independent of and in addition to; and
  - (ii) will not merge with, be affected by or affect,  
  
any other Security, guarantee, indemnity or assurance given in respect of any Secured Liabilities.

### **2.2 Security interest**

The Grantor hereby grants to the Security Agent a security interest under the Security Law in all of the present and future rights, title and interest of the Grantor in and to the Collateral to secure the payment and performance of all the Secured Liabilities.

### 2.3 Control

- (a) Subject to paragraph (b) below, the Grantor must promptly or, if an Event of Default has occurred which is continuing, immediately take such steps (or procure the taking of such steps) as may be requested by the Security Agent from time to time in order for the Security Agent to have control in relation to the Units by such method of control as may be determined by the Security Agent from time to time.
- (b) The Security Agent may not become the registered holder of any Units unless an Event of Default has occurred which is continuing.

### 2.4 Registration

- (a) The Security Agent may register such financing statements and financing change statements in respect of the Jersey Security Interest on such terms and for such periods as it thinks fit.
- (b) The Grantor consents to the registration of any such financing statement or financing change statement and waives any right to receive a copy of any verification statement relating to any such registration.
- (c) The Grantor shall promptly on demand pay to the Security Agent the amount of all costs and expenses (including legal fees and registration fees) incurred by the Security Agent in connection with the registration of any such financing statement or financing change statement.
- (d) The Grantor must not serve any demand under Article 75 of the Security Law for the amendment or discharge of any financing statement registered in respect of the Jersey Security Interest.
- (e) Unless the Security Agent otherwise agrees in writing, the Grantor will procure the discharge of any financing statement that is registered against it in relation to any Collateral (other than any financing statement registered in favour of the Security Agent).

## 3. Restrictions on dealings

### 3.1 Security

Except as may be expressly allowed under any Finance Document, the Grantor must not create or permit to subsist any Security in all or any part of the Collateral.

### 3.2 Disposals

Except as may be expressly allowed under any Finance Document, the Grantor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of the Collateral.

### 3.3 Continuation of security interest

Without prejudice to clause 3.2, unless expressly provided for under any Finance Document, the Security Agent does not authorise the Grantor to deal with all or any part of the Collateral for the purposes of Article 24 of the Security Law and any such dealing is prohibited.

### 3.4 Prejudicial action

Unless expressly permitted by the terms of any Finance Document, the Grantor must not do (or permit anything to be done) which may be prejudicial to the Jersey Security Interest, the value of the Collateral or the interests of any Secured Party or result in the rights attaching to the Collateral being altered or diluted.

## 4. Units

### 4.1 Delivery of unit certificates

The Grantor must immediately after the execution of this Agreement (in relation to existing Units) and promptly after the issue of any Units (in relation to such future Units) deliver to the Security Agent:

- (a) all certificates representing such Units;
- (b) an instrument of transfer in relation to such Units (left undated and with the transferee left blank);
- (c) a certified copy of any regulatory consent given to the Trustees in respect of such Units; and
- (d) a certified copy of the register of unitholders of the Unit Trust showing that such register of unitholders has been (a) correctly made up and (b) annotated to record that such Units are subject to the Jersey Security Interest.

### 4.2 Delivery of Trust Instrument

The Grantor must immediately after the execution of this Agreement, and promptly after the issue of any Units, deliver to the Security Agent:

- (a) a certified copy of the Trust Instrument; or
- (b) a certificate (signed by a director of the Grantor) certifying that there have been no changes to the Trust Instrument since the last certified copy of such was delivered to the Security Agent.

### 4.3 Use of instrument of transfer

- (a) If an Event of Default has occurred which is continuing, the Security Agent may, without exercising the power of enforcement, complete and use any instrument of transfer delivered pursuant to this Agreement in order to enable the Security Agent or its nominee to be registered as the holder of all or any of the Units.
- (b) The Security Agent may also complete and use any instrument of transfer delivered pursuant to this Agreement in connection with any exercise of the power of enforcement in order to enable the Security Agent or any purchaser to be registered as the holder of all or any of the Units.

#### 4.4 Voting and dividends

- (a) Subject to clause 3.4, clause 4.6 and the terms of any other Finance Document, unless an Event of Default has occurred which is continuing:
  - (i) the voting rights, powers and other rights in respect of the Units:
    - (A) may be exercised by the Grantor; or
    - (B) if exercisable by the Security Agent, may be exercised in any manner which the Grantor may direct the Security Agent in writing on giving at least five Business Days' notice; and
  - (ii) the Grantor will be entitled to receive all monies paid or payable in relation to any of the Units.
- (b) The Grantor must promptly indemnify the Security Agent against any cost, loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of any of the Units on the direction of the Grantor.
- (c) Subject to the terms of any other Finance Document, if an Event of Default has occurred which is continuing:
  - (i) the Security Agent may exercise (in the name of the Security Agent or the Grantor and without any further consent or authority on the part of the Grantor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any of the Units, any person who is the holder of any of the Units or otherwise; and
  - (ii) the Security Agent will be entitled to receive all monies paid or payable in relation to any of the Units (and if received by the Grantor, the Grantor shall hold such monies on trust for the Security Agent and pay such amounts into a separate account or otherwise as the Security Agent may direct).
- (d) Where the Security Agent is entitled to exercise any voting rights pursuant to paragraph (c) above, the Security Agent may (instead of exercising such rights itself) serve written notice on the Grantor, and on and from the Business Day following the date of such notice, the Grantor shall exercise all voting and other rights attaching to the Units as the Security Agent may direct.

- (e) The Grantor irrevocably appoints the Security Agent as its proxy for the purposes of exercising all voting rights relating to the Units in accordance with the Finance Documents and authorises the Security Agent to complete, sign and deliver on its behalf any proxy forms that may be required by the Security Agent.

#### 4.5 Location of register of unitholders

The Grantor must procure that the register of unitholders maintained in respect of the Unit Trust is located in Jersey.

#### 4.6 Additional covenants

- (a) The Grantor shall not give any consent, approval or authorisation to the Trustees in relation to any disposal of any Trust Property by the Trustees or the creation of any Security by the Trustees in or over any Trust Property unless such disposal or Security is expressly permitted under the terms of the Facility Agreement.
- (b) The Grantor shall not exercise any voting rights in relation to any Special Resolution (as defined in Trust Instrument) without the prior written consent of the Security Agent unless the matter to which such resolution relates is expressly permitted under the terms of the Facility Agreement.
- (c) The Grantor will not take, or permit the taking of, any action which results in any of the following except with the prior written consent of the Security Agent:
  - (i) any amendment being made to the Trust Instrument;
  - (ii) any obligation or liability of the Trustees under the Trust Instrument or otherwise being varied, released or waived;
  - (iii) any right or liability attaching to any Units being varied, released or waived;
  - (iv) any certificate representing any Unit being replaced;
  - (v) any Units being cancelled, forfeited, surrendered, consolidated, subdivided, or redeemed; or
  - (vi) the Unit Trust being wound up or terminated.

### 5. **Loan Agreement rights**

#### 5.1 Copies of Loan Agreements

The Grantor must immediately after the execution of this Agreement in relation to any existing Loan Agreement which is in writing, and promptly after the entry into of any future Loan Agreement which is in writing, deliver to the Security Agent a certified copy of such Loan Agreement.

#### 5.2 Notice of security

- (a) The Grantor must immediately after the execution of this Agreement sign and deliver to the Security Agent a notice addressed to the Trustees in the form of Part 1 of the Schedule. The Security Agent may complete, date and deliver such notice.
- (b) The Grantor must procure that the Trustees promptly give an acknowledgement to such notice in the form of Part 2 of the Schedule.
- (c) The terms of any such notice and acknowledgement shall be without prejudice to the provisions of this Agreement.

### 5.3 Exercise of rights

- (a) Subject to clause 3.4, clause 5.4 and the terms of any other Finance Document, unless an Event of Default has occurred which is continuing:
  - (i) the Grantor may exercise all rights under, or in respect of, each Loan Agreement; and
  - (ii) the Grantor will be entitled to receive all amounts payable under, or in respect of, each Loan Agreement (it being acknowledged that such amounts received do not breach the terms of clause 3.4 of this Agreement).
- (b) Subject to the terms of any other Finance Document, if an Event of Default has occurred which is continuing:
  - (i) the Security Agent may exercise (in the name of the Security Agent or the Grantor and without any further consent or authority on the part of the Grantor) all rights under, or in respect of, each Loan Agreement; and
  - (ii) the Security Agent will be entitled to receive all monies payable under, or in respect of, each Loan Agreement (and if received by the Grantor, the Grantor shall hold monies on trust for the Security Agent and pay such amounts into a separate account or otherwise as the Security Agent may direct).
- (c) Where the Security Agent is entitled to exercise any rights under, or in respect of, any Loan Agreement pursuant to paragraph (b) above, the Security Agent may (instead of exercising such rights itself) serve written notice on the Grantor, and on and from the Business Day following the date of such notice, the Grantor shall exercise all voting and other rights attaching to the Loan Agreement Property as the Security Agent may direct.

### 5.4 Additional covenants

Except as expressly permitted under the Facility Agreement or any other term of this Agreement, the Grantor will not take, or permit the taking of, any action which results in any of the following except with the prior written consent of the Security Agent:

- (a) any Loan Agreement being amended;
- (b) any obligation or liability owed to the Grantor under any Loan Agreement being waived or released;



- (c) any indebtedness under any Loan Agreement being accelerated; or
- (d) any Loan Agreement being terminated.

## **6. General covenants in respect of the Collateral**

### **6.1 Performance of obligations**

- (a) The Grantor must pay all payments due and payable in respect of the Collateral.
- (b) The Grantor must comply with all other conditions and obligations assumed by it in respect of the Collateral.
- (c) If the Grantor fails to do so, the Security Agent may pay such payments, or perform such other conditions and obligations, on behalf of the Grantor.
- (d) The Grantor must immediately on request reimburse the Security Agent for any such payment made by the Security Agent or indemnify the Security Agent for the costs and expenses of any such performance.

### **6.2 Information**

The Grantor must promptly provide to the Security Agent such information that the Security Agent may reasonably request in relation to the Collateral.

## **7. Representations and warranties**

The Grantor makes the representations and warranties set out in this clause to the Security Agent on the date of this Agreement.

### **7.1 Status**

- (a) It is a limited partnership, duly formed and validly existing under the law of England.
- (b) The General Partner is a limited liability company, duly incorporated and validly existing under the law of England.
- (c) It has the power to own its assets and carry on its business as it is being conducted.

### **7.2 Binding obligations**

The obligations expressed to be assumed by it in this Agreement are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.

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

The entry into and performance by it of, and the transactions contemplated by, this Agreement and the granting and/or creation of the Jersey Security Interest do not and will not conflict with:

- (a) any law or regulation applicable to it;

- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

#### 7.4 Power and authority

- (a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Agreement and the transactions contemplated by this Agreement.
- (b) No limit on its powers will be exceeded as a result of the granting and/or creation of the Jersey Security Interest or giving any undertaking contained in this Agreement.

#### 7.5 Validity and admissibility in evidence

- (a) All Authorisations required:
  - (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Agreement; and
  - (ii) to make this Agreement admissible in evidence in its Relevant Jurisdictions,
 have been obtained or effected and are in full force and effect.
- (b) All Authorisations necessary for the conduct of the business, trade and ordinary activities of the Grantor have been obtained or effected and are in full force and effect if failure to obtain or effect those Authorisations has or is reasonably likely to have a Material Adverse Effect.

#### 7.6 Governing law and enforcement

- (a) Subject to the Legal Reservations, the choice of the governing law of this Agreement will be recognised and enforced in its Relevant Jurisdictions.
- (b) Subject to the Legal Reservations, any judgment obtained in relation to this Agreement in Jersey will be recognised and enforced in its Relevant Jurisdictions.

#### 7.7 No filing or taxes

Under the laws of each Relevant Jurisdiction, it is not necessary that this Agreement be registered, filed, recorded, notarised or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to this Agreement or the transactions contemplated by this Agreement (except registration in relation to the Jersey Security Interest on the register established pursuant to the Security Law and payment of all associated fees relating to such registration).

#### 7.8 Pari passu ranking

Its payment obligations under this Agreement rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

7.9 No proceedings

- (a) No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which are reasonably likely to be adversely determined and if so adversely determined, are reasonably likely to have a Material Adverse Effect have (to the best of its knowledge and belief (having made due and careful enquiries)) been started or threatened in writing against it.
- (b) No judgment or order of a court, arbitral body or agency which is reasonably likely to be adversely determined and if so adversely determined, are reasonably likely to have a Material Adverse Effect has (to the best of its knowledge and belief (having made due and careful enquiry)) been made against it.

7.10 Ranking of Security

Subject to the Legal Reservations and Perfection Requirements, the security interest granted and/or created under this Agreement constitutes a first priority security interest under the Security Law in the Collateral and the Collateral is not subject to any prior or pari passu Security.

7.11 Unit Trust

- (a) The Unit Trust is duly established and validly existing.
- (b) The Trustees are the only trustees of the Unit Trust.
- (c) The Trustees are not carrying on any unauthorised financial service business (and in this representation and warranty, "**financial service business**" shall have the meaning given to that expression by the Financial Services (Jersey) Law 1998).
- (d) The only unitholders of the Unit Trust are the Unitholders and each Unitholder is the legal and beneficial owner of the units in the Unit Trust which are registered in its name.
- (e) The Units are fully paid and are not subject to any option to purchase or similar rights.
- (f) The terms of the Trust Instrument do not and could not restrict or inhibit any transfer of the Units in connection with the exercise of the Security Agent's rights under this Agreement or the enforcement of the Jersey Security Interest.
- (g) The Trustees do not have any lien in or over any Units or any right to sell or forfeit any Units.

7.12 Loan Agreements

No term of any Loan Agreement prohibits or restricts the rights of the Grantor under such Loan Agreement from being subject to the Jersey Security Interest.

### 7.13 Repetition

Each of the representations and warranties set out above will be deemed to be made by the Grantor by reference to the facts and circumstances then existing on each date that any representation and/or warranty is repeated under the Facility Agreement.

## 8. General covenants

### 8.1 Authorisations

The Grantor must promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Security Agent of, any Authorisation required under any law or regulation of a Relevant Jurisdiction to:
  - (i) enable it to perform its obligations under this Agreement and to ensure the legality, validity, enforceability or admissibility in evidence of this Agreement; or
  - (ii) own its assets and carry on its business as it is being conducted.

### 8.2 Compliance with laws

The Grantor must comply in all respects with all laws to which it may be subject, if failure so to comply has or is reasonably likely to have a Material Adverse Effect.

### 8.3 Ownership

The Grantor must ensure that at all times the Unitholders legally and beneficially own and control all units in the Unit Trust.

### 8.4 Merger

The Grantor must not enter into any amalgamation, demerger, merger or corporate reconstruction.

## 9. Enforcement

### 9.1 Power of enforcement

In accordance with Article 43(1) of the Security Law, the power of enforcement in respect of the Jersey Security Interest shall become exercisable when an Event of Default has occurred and the Security Agent has served on the Grantor written notice specifying the Event of Default.

### 9.2 Event of Default must be continuing

If the power of enforcement is exercisable in accordance with clause 9.1, the Security Agent agrees that it will not exercise such power of enforcement unless an Event of Default has occurred which is continuing at the time when the power of enforcement is actually exercised.

### 9.3 Method of enforcement

The Security Agent may exercise the power of enforcement in respect of the Jersey Security Interest by doing any one or more of the things set out in Article 43(2) of the Security Law in any manner it sees fit.

### 9.4 Repeated exercise

The power of enforcement in respect of the Jersey Security Interest may be exercised in relation to all or any part of the Collateral and as many times as the Security Agent sees fit.

### 9.5 Notice of appropriation or sale

- (a) The Grantor agrees that it has no right to be given any notice of appropriation under Article 44(1) of the Security Law.
- (b) The Grantor agrees that it has no right to be given any notice of sale under Article 44(2) of the Security Law.

### 9.6 Right of reinstatement

The Grantor agrees that it shall not have any right of reinstatement under Article 54 of the Security Law.

### 9.7 Surplus

For the purpose of calculating any surplus under Article 51 of the Security Law, the monetary value of any non-monetary obligation will be the loss suffered by the Secured Parties as a consequence of the non-performance of such obligation.

### 9.8 Protection of third parties

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

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent 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 value obtained by the Security Agent) is to be applied.

### 9.9 Privileges

The Security Agent is entitled to all the rights, powers and privileges conferred by the Security Law on a secured party.

#### 9.10 Redemption of prior security interests

- (a) If an Event of Default has occurred which is continuing, the Security Agent may in addition to any other right or power:
  - (i) redeem any prior Security in or over any Collateral; and/or
  - (ii) procure the transfer of that Security to itself; and/or
  - (iii) settle and pass the accounts of the prior secured party, and any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Grantor.
- (b) The Grantor must pay to the Security Agent, immediately 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).

### 10. Application of amounts or value

#### 10.1 Application in accordance with the Facility Agreement

Unless otherwise required by law (including the Security Law) and subject to any other provision of this Agreement, all amounts from time to time received or recovered by the Security Agent pursuant to this Agreement or in connection with the realisation or enforcement of all or part of the Jersey Security Interest will be applied in accordance with the Facility Agreement.

#### 10.2 Appropriation

- (a) If any Collateral is appropriated by the Security Agent, the Grantor agrees that the fair market value of such Collateral for the purposes of the Security Law will be determined by the Security Agent acting reasonably and after taking into account advice from an independent valuer, investment bank or accountancy firm of national standing in England and Wales selected by the Security Agent.
- (b) Unless otherwise required by law, the value of any Collateral appropriated by the Security Agent will be applied in or towards discharge or reduction of the Secured Liabilities in the same order of priority as if such value constituted an amount received by the Security Agent on a sale of such Collateral pursuant to the realisation or enforcement of the Jersey Security Interest.

#### 10.3 Payment of surplus into court

The Security Agent may pay any surplus into court in accordance with Article 50 of the Security Law.

#### 10.4 Statement of account

Any statement of account given by the Security Agent under Article 48 of the Security Law will, in the absence of manifest error, be conclusive evidence of the matters described in the statement of account.

**10.5 Immediate recourse**

The Grantor waives any right it may have of first requiring the Security Agent to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Grantor under this Agreement or enforcing the Jersey Security Interest.

**11. Enforcement and preservation costs**

The Grantor shall, within three Business Days of demand, pay to the Security Agent the amount of all costs and expenses (including legal fees) incurred by the Security Agent in connection with the enforcement of, or the preservation of any rights under, this Agreement or the Jersey Security Interest and with any proceedings instituted by or against the Security Agent as a consequence of it entering into this Agreement, taking or holding the Jersey Security Interest, or enforcing those rights.

**12. Delegation**

**12.1 Power of Attorney**

The Security Agent may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Agreement or which arises as a matter of law (including the Security Law).

**12.2 Terms**

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 Agent may, in its discretion, think fit in the interests of the Secured Parties.

**12.3 Liability**

The Security Agent will not be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

**13. Further assurances**

The Grantor shall promptly take all such actions, including executing all such documents, notices and instructions in such form as the Security Agent may reasonably require:

- 13.1** to create, perfect, protect and (if necessary) maintain the Jersey Security Interest created by this Agreement or for the exercise of any rights, powers and remedies of the Secured Parties provided by or under this Agreement or by law or regulation; and/or

- 13.2 to facilitate the realisation of any Collateral which is, or is intended to be, the subject of the Jersey Security Interest created by this Agreement.

**14. Power of attorney**

- 14.1 The Grantor, under Article 5 of the Powers of Attorney Law, as security for the performance of its obligations under this Agreement, irrevocably appoints the Security Agent and each Delegate to be its attorney with the full power of substitution.
- 14.2 Each attorney may, in the name of the Grantor and on its behalf and at its expense, do anything which the Grantor is obliged to do under this Agreement but has failed to do or which the Security Agent or Delegate may in their absolute discretion consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Collateral or under or otherwise for the purposes of this Agreement or any law or regulation.
- 14.3 The Grantor ratifies and confirms anything done by any attorney under this clause 14. The Grantor agrees to indemnify each attorney against all actions, claims, demands and proceedings taken or made against it and all costs, damages, expenses, liabilities and losses incurred by each attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

**15. Waiver of defences**

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

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



15.7 any bankruptcy, insolvency or similar proceedings.

**16. Exercise of ancillary rights by Grantor**

**16.1 Non-competition**

At all times during the Security Period and unless the Security Agent otherwise directs, the Grantor will not exercise any rights which it may have by reason of performance by it of its obligations under this Agreement or by reason of any amount being payable, or liability arising, under this Agreement or by reason of the granting and/or creation of the Jersey Security Interest or by reason of the Jersey Security Interest being enforced:

- (a) to be indemnified by any person;
- (b) to claim any contribution from any guarantor of any person's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any person to make any payment, or perform any obligation, in favour of any Secured Party;
- (e) to exercise any right of set-off against any person; and/or
- (f) to claim or prove as a creditor of any person in competition with any Secured Party.

**16.2 Payment of benefits**

If the Grantor receives any benefit, payment or distribution in relation to such rights referred to in clause 16.1, it shall promptly pay or transfer the same to the Security Agent.

**17. General purview**

**17.1 Variation of Finance Documents**

Without prejudice to any other provision of any Finance Document, the Grantor expressly confirms its intention that (i) any covenant contained in this Agreement to pay or perform (or to procure the payment or performance of) the Secured Liabilities and (ii) the Jersey Security Interest will extend to the obligations and liabilities of each Transaction Obligor under each Finance Document as such Finance Document may be amended, novated, supplemented, extended, restated or replaced including:

- (a) any such amendment, novation, supplement, extension, restatement or replacement which is of a fundamental or material nature or which gives rise to more onerous obligations and liabilities (including any increase in the amount of any facility, the making available of any new facility for any purpose, the change of any purpose for which any

facility is made available, the refinancing of any facility or other indebtedness, the addition of any new borrowers or other obligors under any facility, any increase in the amount of any interest, fees, costs and expenses that may be charged under any facility and any change in any date by which any indebtedness under any facility must be repaid); and

- (b) any such amendment, novation, supplement, extension, restatement or replacement which is not within the contemplation of the Grantor or any other person when this Agreement or any other Finance Document is entered into.

#### 17.2 Designation of a Finance Document

Without prejudice to any other provision of any Finance Document, the Grantor acknowledges that the definition of Finance Documents in the Facility Agreement includes a document which is designated as a Finance Document. Without prejudice to any other provision of any Finance Document, the Grantor expressly confirms its intention that (i) any covenant contained in this Agreement to pay or perform (or to procure the payment or performance of) the Secured Liabilities and (ii) the Jersey Security Interest will extend to the obligations and liabilities of each Transaction Obligor under each such designated Finance Document notwithstanding that:

- (a) any such designated Finance Document may be a fundamental or material document and may give rise to onerous obligations and liabilities; and
- (b) any such designated Finance Document is not within the contemplation of the Grantor or any other person when this Agreement or any other Finance Document is entered into.

#### 17.3 Covenant to pay

Without prejudice to any other provision of any Finance Document, the Grantor expressly confirms its intention that the Jersey Security Interest secures (among other things) any covenant given by the Grantor in this Agreement to pay or perform (or to procure the payment or performance of) the Secured Liabilities as such covenant may extend to the obligations and liabilities referred to in clause 17.1 and clause 17.2.

### 18. **Obligations of Security Agent in relation to the Collateral**

#### 18.1 No obligations

The Security Agent is not obliged at any time (whether before or after any enforcement of the Jersey Security Interest) to:

- (a) perform any obligation of the Grantor;
- (b) make any payment;
- (c) exercise any voting or other rights;
- (d) enforce any rights;
- (e) take any proceedings;

- (f) make any enquiry as to the nature or sufficiency of any payment received by it or the Grantor;
- (g) present or file any claim or take any other action to collect or enforce the payment of any amount to which it or the Grantor may be entitled;

in respect of any Collateral and shall not otherwise be obliged at any time (whether before or after any enforcement of the Jersey Security Interest) to take any other step in relation to the management or care of any Collateral.

#### 18.2 Grantor remains liable

The Grantor will remain liable at all times to perform any obligation of the Grantor, and to make any payment due from the Grantor, in respect of any Collateral.

### 19. Default interest

#### 19.1 Default interest

If the Grantor fails to pay any amount payable by it under this Agreement on its due date, interest will accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the same rates (and on the same basis of calculation) as if the Grantor was a party to the Facility Agreement and default interest was being calculated under the Facility Agreement in relation to the overdue amount (save that any reference in the default interest provisions of the Facility Agreement to the "**Agent**" shall be read as being references to the Security Agent).

#### 19.2 On demand

Any default interest accruing under this clause will be immediately payable by the Grantor on demand by the Security Agent.

#### 19.3 Compounding of default interest

Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount on such date(s) as the Security Agent may select but will remain immediately due and payable.

### 20. Indemnities

#### 20.1 Currency indemnity

If any sum due from the Grantor under this Agreement (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

- (a) making or filing a claim or proof against the Grantor; or

- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Grantor must as an independent obligation, within fifteen Business Days of demand, indemnify the Security Agent against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the Security Agent at the time of its receipt of that Sum.

## 20.2 Currency waiver

The Grantor waives any right it may have in any jurisdiction to pay any amount under this Agreement in a currency or currency unit other than that in which it is expressed to be payable.

## 20.3 General indemnity

The Grantor must promptly indemnify the Security Agent and any Delegate against any cost, loss or liability incurred by any of them as a result of:

- (a) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
- (b) the taking, holding, protection or enforcement of the Jersey Security Interest;
- (c) the exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent and each Delegate by this Agreement, any instrument of delegation or by law (including the Security Law);
- (d) any default by any Transaction Obligor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents;
- (e) instructing lawyers, accountants, tax advisers, valuers or other professional advisers or experts in connection with this Agreement; or
- (f) acting as Security Agent or Delegate under this Agreement or which otherwise relates to any of the Collateral,

otherwise, in each case, than by reason of the Security Agent's or relevant Delegate's gross negligence or wilful misconduct.

## 20.4 Delegate

The benefit of any indemnity in clause 20.3, which is expressed to be given in favour of a Delegate shall be held on trust by the Security Agent for such Delegate.

## 21. Protection of Security Agent

### 21.1 Liability

Without limiting clause 21.2 and clause 21.3 (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Security Agent or any Delegate), neither the Security Agent nor any Delegate will be liable (including, without limitation, for negligence, breach of any duty under the Security Law or any other category of liability whatsoever) for:

- (a) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with this Agreement or any Security Property, unless directly caused by its gross negligence or wilful misconduct; or
- (b) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, this Agreement, any Security Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, this Agreement or any Security Property; or
- (c) any shortfall which arises on the enforcement or realisation of any Security Property.

#### 21.2 Proceedings

The Grantor may not take any proceedings against any officer, employee or agent of the Security Agent or any Delegate in respect of any claim it might have against the Security Agent or such Delegate or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Agreement or any Security Property.

#### 21.3 Determination of loss

Without prejudice to any provision of any Finance Document excluding or limiting the liability of the Security Agent or any Delegate, any liability of the Security Agent or any Delegate arising under or in connection with this Agreement or any Security Property shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Security Agent or Delegate or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Security Agent or any Delegate at any time which increase the amount of that loss. In no event shall the Security Agent or any Delegate be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Security Agent or any Delegate has been advised of the possibility of such loss or damages.

#### 21.4 Delegate

The benefit of any exclusion or limitation of liability in clause 21.1, clause 21.2 and clause 21.3 which is expressed to be given in favour of a Delegate or any other third party shall be held on trust by the Security Agent for such Delegate or third party.

### 22. **Suspense accounts**

#### 22.1 Investment of Recoveries

Prior to the application of the Recoveries in accordance with the Facility Agreement, the Security Agent may, in its discretion, hold all or part of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent may think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Security Agent's discretion in accordance with the provisions of the Facility Agreement.

#### **22.2 Prospective liabilities**

Following the exercise of the power of enforcement, the Security Agent may, in its discretion, hold any Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent may think fit (the interest being credited to the relevant account) for later application in accordance with the Facility Agreement in respect of:

- (a) any sum to the Security Agent or any Delegate; and
- (b) any part of the Secured Liabilities,

that the Security Agent reasonably considers, in each case, might become due or owing at any time in the future.

### **23. Currency conversion**

#### **23.1 Conversion of recoveries**

For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Security Agent may convert any moneys received or recovered by the Security Agent from one currency to another, at a market rate of exchange.

#### **23.2 Satisfaction of obligations**

The obligations of the Grantor to pay in the due currency will only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

### **24. Notices**

#### **24.1 Communications in writing**

Any communication to be made under or in connection with this Agreement shall be made in writing.

#### **24.2 Addresses**

The address (and the department or person(s), if any, for whose attention the communication is to be made) for any such communication is:

- (a) in the case of the Grantor:

Address: 20 Triton Street, Regents Place, London, NW1 3BF

Attention: The Directors; and

(b) in the case of the Security Agent:

Address: 50 Cannon Street, London, EC4N 6JJ

Attention: Quek Shi Lin / Radha Patel;

or any substitute address, department or person(s) as either Party may notify to the other Party by not less than five Business Days' notice.

#### 24.3 Delivery

- (a) Any such communication made or delivered by the Security Agent to the Grantor will only be effective when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address and, where a particular department or person(s) is or are specified as part of its address details set out above, when addressed to such department or person(s) (or any substitute department or person(s) as may have been notified in accordance with this Agreement).
- (b) Any such communication made or delivered by the Grantor to the Security Agent will only be effective when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or person(s) specified above (or any substitute department or person(s) as may have been notified in accordance with this Agreement).
- (c) Any communication which becomes effective, in accordance with the provisions of this clause, after 5.00 p.m. in the place of receipt will be deemed only to become effective on the following day.

#### 24.4 English language

Any communication given under or in connection with this Agreement must be in English.

### 25. Customary law waivers

Without prejudice to any other waiver contained in any Finance Document, the Grantor waives any right:

- 25.1 whether by virtue of the droit de division or otherwise, to require that any liability under the Finance Documents be divided or apportioned with any other person or reduced in any way or manner; and
- 25.2 whether by virtue of the droit de discussion or otherwise, to require that any Secured Party claim payment from, or proceed against, any other person or its assets before any claim is enforced against the Grantor under the Finance Documents.

### 26. Miscellaneous

#### 26.1 Tax gross-up

- (a) The Grantor shall make all payments to be made by it under this Agreement without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) If a Tax Deduction is required by law to be made by the Grantor, the amount of the payment due from the Grantor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

#### 26.2 No set-off by Grantor

All payments to be made by the Grantor under this Agreement shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

#### 26.3 Set-off

Subject to any limited recourse provision contained in this Agreement, the Security Agent may set off any matured obligation due from the Grantor to the Security Agent under the Finance Documents against any matured obligation owed by the Security Agent to the Grantor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

#### 26.4 Partial invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

#### 26.5 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy under this Agreement shall operate as a waiver of any such right or remedy or constitute an election to affirm this Agreement. No election to affirm this Agreement on the part of the Security Agent shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

#### 26.6 Counterparts

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

### **27. Assignment**

- 27.1 The Security Agent may assign any of its rights or transfer any of its rights or obligations under this Agreement and/or the Jersey Security Interest in accordance with the terms of the Facility Agreement.



27.2 The Security Agent may disclose any information relating to the Grantor, the Collateral or the Secured Liabilities to any potential assignee or transferee.

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

## **28. Contractual recognition of bail-in**

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

(a) any Bail-In Action in relation to any such liability, including (without limitation):

- (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
- (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
- (iii) a cancellation of any such liability; and

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

28.2 In this clause:

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

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

**"Bail-In Legislation"** means in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time.

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

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

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

**"UK Bail-In Legislation"** means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing

banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

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

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

**29. Limited recourse**

The Security Agent shall have no recourse to any asset of the Grantor in respect of any liability of the Grantor under clause 2(1)(a) other than the Collateral. Notwithstanding any other provision of this Agreement, the Grantor's liability under this Agreement is limited to the value of the Collateral secured hereunder and such liability shall be satisfied only from the realisation or enforcement of the Jersey Security Interest in relation to the Collateral pursuant to this Agreement.

**30. Certifications and determinations**

Any certification or determination by the Security Agent of any rate or any loss, costs, expenses or other amount under this Agreement or for the purpose of any provision of the Security Law is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

**31. Discretion**

Unless otherwise expressly stated in this Agreement, the Security Agent may exercise any right under this Agreement or the Security Law as often and in any manner as it sees fit.

**32. Amendments and waivers**

- 32.1 Any amendment of this Agreement will not be valid unless it is in writing and signed by or on behalf of the Parties.
- 32.2 Any waiver by the Security Agent in respect of any obligation of the Grantor under this Agreement will not be valid unless it is in writing signed by or on behalf of the Security Agent.

### **33. Release**

Subject to any other term of this Agreement, if the Security Agent is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and all facilities which might give rise to Secured Liabilities terminated, the Security Agent will, at the request and cost of the Grantor, execute such documents and take such steps necessary to release the Collateral from the Jersey Security created by this Agreement, including discharging any financing statement registered by the Security Agent in connection with this Agreement.

### **34. Governing law**

This Agreement is governed by Jersey law.

### **35. Enforcement**

#### **35.1 Jurisdiction**

- (a) The courts of Jersey have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement) (a "**Dispute**").
- (b) The Parties agree that the courts of Jersey are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraph (a) above, the Security Agent will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

#### **35.2 Service of process**

- (a) Without prejudice to any other mode of service allowed under any relevant law, the Grantor:
  - (i) irrevocably appoints IQL S4 Trustee I Limited and IQL S4 Trustee II Limited in their capacity as trustees of IQL S4 Trust as its agent for service of process in relation to any proceedings before the Jersey courts in connection with this Agreement; and
  - (ii) agrees that failure by a process agent to notify the Grantor of the process will not invalidate the proceedings concerned.
- (b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Grantor must immediately (and in any event within 5 days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose.

#### **35.3 Waiver of immunity**

The Grantor:

- (a) confirms that its entry into, and the performance of its obligations under, the Finance Documents are not an exercise of sovereign authority;
- (b) agrees not to claim any immunity from proceedings brought by the Security Agent against it in connection with any Finance Document; and
- (c) waives any right of immunity in relation to, and otherwise consents to, each of the following:
  - (i) relief being given against the Grantor by way of injunction or order for specific performance or for the recovery of any property;
  - (ii) the property of the Grantor being subject to any process for the enforcement of a judgment; and
  - (iii) the property of the Grantor being subject to any action for its arrest, detention or sale.

**THIS AGREEMENT** has been executed and delivered on the date stated at the beginning of this Agreement.

## SCHEDULE

### PART 1

#### NOTICE TO THE TRUSTEES

To: **IQL S4 TRUSTEE I LIMITED** and **IQL S4 TRUSTEE II LIMITED** in their capacity as trustees of the **IQL S4 TRUST** (the "**Trustees**")

From: **IQL OFFICE LP** acting through its general partner **IQL OFFICE (GP) LIMITED** (the "**Grantor**")

And From: **UNITED OVERSEAS BANK LIMITED, LONDON BRANCH** as security trustee for the Secured Parties (as defined in the Facility Agreement which is defined in the Security Agreement (defined below)) (the "**Security Agent**")

Date: .....

Dear Sirs

**Security agreement dated \_\_\_\_\_ between the Grantor and the Security Agent (the "Security Agreement")**

We hereby notify you that under the Security Agreement, the Grantor has granted a security interest (the "**Security Interest**") in favour of the Security Agent in, among other things, the following:

- (a) all present and future amounts paid or payable by the Trustees (whether jointly or severally) under, or in respect of, each Loan Agreement;
- (b) all present and future rights of the Grantor to make any demand or claim under, or in respect of, each Loan Agreement; and
- (c) all other present and future rights of the Grantor under, or in respect of, each Loan Agreement.

The intangible movable property described in paragraphs (a), (b) and (c) above is referred to in this notice as the "**Loan Agreement Property**".

In this notice, "**Loan Agreements**" means all documents, agreements and instruments made between the Grantor and the Trustees (whether before, on or after the date of the Security Agreement and including any oral agreements) pursuant to which the Grantor has lent (or agreed to lend) to the Trustees any amount (in any currency) for any purpose or which otherwise create or govern any indebtedness owed by the Trustees (whether jointly or severally) to the Grantor and "**Loan Agreement**" will be construed accordingly.

We irrevocably instruct you as follows:

- (a) to disclose to the Security Agent any information relating to any Loan Agreement Property which the Security Agent may request from time to time (including, without limitation, the indebtedness under each Loan Agreement and the date(s) on which such indebtedness is scheduled to be repaid);

- (b) to continue to make payments, perform your other obligations and issue all notices under the Loan Agreements to, or in favour of, the Grantor unless you receive written notice from the Security Agent that it is enforcing the Security Interest; and
- (c) in the event that you receive written notice from the Security Agent that it is enforcing the Security Interest, you must make payments, perform your other obligations and issue all notices under the Loan Agreements to, or in favour of, the Security Agent or as the Security Agent may otherwise direct from time to time.

You may comply with the instructions in this notice without any further permission from us or enquiry by you.

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

The Grantor remains liable at all times to perform all of its obligations under the Loan Agreements and the Security Agent will not at any time be under any obligation or liability to you under or in connection with the Loan Agreements.

Please confirm your agreement to the terms of this notice by signing the attached acknowledgement and returning it to the Security Agent.

This notice may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this notice.

This notice is governed by Jersey law.

Yours faithfully

.....  
For and on behalf of  
**IQL OFFICE LP**  
acting through its general partner  
**IQL OFFICE (GP) LIMITED**

.....  
For and on behalf of  
**UNITED OVERSEAS BANK LIMITED,**  
**LONDON BRANCH**

**PART 2**

**ACKNOWLEDGEMENT**

To: **UNITED OVERSEAS BANK LIMITED, LONDON BRANCH** as security trustee for the Secured Parties (as defined in the Facility Agreement which is defined in the Security Agreement (defined below)) (the "**Security Agent**")

And to: **IQL OFFICE LP** acting through its general partner **IQL OFFICE (GP) LIMITED** (the "**Grantor**")

From: **IQL S4 TRUSTEE I LIMITED** and **IQL S4 TRUSTEE II LIMITED** in their capacity as trustees of the **IQL S4 TRUST** (the "**Trustees**")

Date: .....

Dear Sirs

**Security agreement dated \_\_\_\_\_ between the Grantor and the Security Agent (the "Security Agreement")**

We refer to the notice dated \_\_\_\_\_ (the "**Notice**") of the security interest granted by the Grantor under the Security Agreement in, among other things, the Loan Agreement Property.

Unless defined in this acknowledgement, terms which are defined in the Notice shall have the same meaning when used in this acknowledgement.

We confirm as follows:

- (a) we consent to the grant of the Security Interest in the Loan Agreement Property;
- (b) without prejudice to paragraph (a) above, if any term of any Loan Agreement prohibits or restricts the creation of the Security Interest in any Loan Agreement Property, we agree that any such prohibition or restriction is waived and disapplied by us;
- (c) we agree to comply with the instructions contained in the Notice; and
- (d) we consent to any appropriation of any Loan Agreement Property by the Security Agent or any assignment or transfer of any Loan Agreement Property to the Security Agent or any other person in the event that the Security Interest is enforced despite any term of any Loan Agreement which may prohibit or restrict any such appropriation, assignment or transfer.

This acknowledgement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this acknowledgement.

This acknowledgement is governed by Jersey law.

Yours faithfully

.....  
For and on behalf of

.....  
For and on behalf of

**IQL S4 TRUSTEE I LIMITED**  
in its capacity at trustee of  
**IQL S4 TRUST**

**IQL S4 TRUSTEE II LIMITED**  
in its capacity at trustee of  
**IQL S4 TRUST**



**SIGNATORIES**

**Grantor**

SIGNED for and on behalf of  
IQL Office LP acting by its general  
Partner IQL Office (GP) Limited



\_\_\_\_\_

**Security Agent**

SIGNED for and on behalf of  
United Overseas Bank Limited,  
London Branch

\_\_\_\_\_

## **SIGNATORIES**

### **Grantor**

SIGNED for and on behalf of  
**IQL Office LP** acting by its general  
Partner **IQL Office (GP) Limited**

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### **Security Agent**

SIGNED for and on behalf of  
**United Overseas Bank Limited,**  
**London Branch**

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