

MR01

Particulars of a charge

89380/26 Laserform

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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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

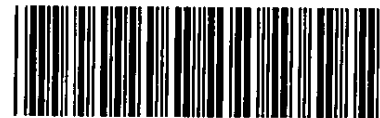
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR02

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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

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

WEDNESDAY



A05 14/10/2015 #161
COMPANIES HOUSE

1 Company details

Company number 0 9 5 9 5 8 6 2 ✓

Company name in full TRITON COURT NOMINEE (NEWCO) LIMITED ✓

2 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 8 1 0 2 0 1 5 ✓

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

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

Name LANDESBANK BADEN-WURTEMBERG, LONDON BRANCH ✓

Name

Name

Name

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

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

MR01

Particulars of a charge

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument Brief description	The freehold land and buildings registered at the Land Registry under title number NGL816758 described as Triton Court, 14-18 Finsbury Square, London EC2A 1BR and known as the "Alphabeta Building" ✓	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property, not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ✓		
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 ✓ Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes		
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes ✓ <input type="checkbox"/> No		
8	Trustee statement ① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>		① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature X Taylor Wessing LLP X This form must be signed by a person with an interest in the charge		

MR01

Particulars of a charge



Presenter information

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

Contact name Igor Shershunovych

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode

E C 4 A 3 T W

Country

DX 41 London - Chancery Lane

Telephone +44 (0)207 300 7000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

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

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

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

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

DX



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9595862

Charge code: 0959 5862 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th October 2015 and created by TRITON COURT NOMINEE (NEWCO) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th October 2015.

Given at Companies House, Cardiff on 20th October 2015



Companies House



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

DATED

8 October

2015

(1) THE ENTITIES LISTED AT SCHEDULE 1
as Chargors

(2) LANDESBANK BADEN-WURTTENBERG, LONDON BRANCH
as Security Trustee

COMPOSITE DEBENTURE

EXECUTION COPY

5 New Street Square | London EC4A 3TW
Tel +44 (0)20 7300 7000
Fax +44 (0)20 7300 7100
DX 41 London
www.taylorwessing.com

TaylorWessing

Certified to be a true copy
of the original

TaylorWessing LLP

Taylor Wessing LLP

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THIS DEBENTURE is made on

8 October

2015

BETWEEN

- (1) THE ENTITIES LISTED IN SCHEDULE 1 (each a "Chargor" and together the "Chargors"),
- (2) LANDESBANK BADEN-WURTEMBERG, LONDON BRANCH as security trustee for the Secured Parties (the "Security Trustee")

AGREED TERMS

1. Definitions and Interpretation

1.1 Definitions

To the extent not defined herein, capitalised terms and expressions used in this deed shall have the same meanings as ascribed to them in the Facility Agreement and in this deed

"**Administrator**" means any one or more persons appointed as an administrator of a Chargor by the Security Trustee under paragraph 14 of schedule B1 to the Insolvency Act,

"**Assigned Agreements**" means the agreements and other documents listed in schedule 4 (Assigned Agreements),

"**Borrower**" means SML Alpha S à r l, a limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B198310 with a share capital of £12,500 and whose registered office is 2-4 Rue Eugène Ruppert, L-2453, Luxembourg, Grand Duchy of Luxembourg,

"**Charged Property**" means, in relation to a Chargor, all assets mortgaged, charged or assigned by such Chargor by this deed,

"**Construction Documents**" means any building contracts and deeds of appointment in respect of the construction of, refurbishment of and/or further works to the Property and any related guarantees, collateral warranties (including any sub-contractor collateral warranties) and third party rights granted in favour of, or assigned to, the Chargor including, without limitation, those set out in schedule 8 (Construction Documents),

"**Debts**" means all present and future book and other debts and rights to money and income (other than Rental Income, any rights assigned under clauses 3(e) and 3(f), any Dividends, any Related Rights and any Partnership Related Rights) liquidated and unliquidated due or owing to a Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank,

"**Designated Account**" means an account of a Chargor (including each of the Control Accounts) opened at the request of or with the consent of the Security Trustee with an Account Bank or any other account which is opened in place of such account at the request of or with the consent of the Security Trustee,

"Dividends" means all dividends, interest and other money payable in respect of the Relevant Shares and the Investments,

"Facility Agreement" means a facility agreement dated on or about the date hereof made between the Borrower, Landesbank Baden-Württemberg, London Branch as Original Lender, Landesbank Baden-Württemberg, London Branch as Arranger, Agent, and Security Trustee, and Landesbank Baden-Württemberg as Hedge Counterparty as amended, varied, supplemented and/or restated from time to time,

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226,

"General Partner" means Triton Court GP Limited, a company incorporated in England and Wales with registered number 07860905 acting in its capacity as general partner of the Partnership,

"Hedging Agreement" means any master agreement, confirmation, transaction, schedule or other agreement entered into or to be entered into by any Chargor in relation to any Hedging Arrangements,

"Insolvency Act" means the Insolvency Act 1986,

"Intellectual Property" means all present and future rights of a Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing,

"Investment" means any

- (a) stock, share, bond or any form of loan capital of or in any legal entity excluding the Relevant Shares,
- (b) unit in any unit trust or similar scheme,
- (c) warrant or other right to acquire any such investment,

and any offer, right or benefit in respect of any such investment other than Dividends,

"Limited Partner" means Agamemnon S à r l, a limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B164 827 with a share capital of £3,750,000 and whose registered office is at 28, boulevard Joseph II, L-1840 Luxembourg, Grand Duchy of Luxembourg,

"Limited Partnership Agreement" means the limited partnership deed dated 25 May 2012 made between the Limited Partner and the General Partner as amended and restated on 13 December 2012, pursuant to which the Partnership is constituted together with any subsequent amendments thereto or replacement thereof made in accordance with the terms of the Facility Agreement,

"LPA" means the Law of Property Act 1925,

"Nominee" means Triton Court Nominee (Newco) Limited, a company incorporated in England and Wales with company number 09595862,

"Partner Loan" means any loan governed by English law made by any Chargor (other than the Partnership) to the Partnership whether under the Limited Partnership Agreement or otherwise,

"Partnership" means Finsbury Square (Triton Court 2012) Limited Partnership, a limited partnership established under the laws of England and Wales pursuant to the Limited Partnership Agreement with registered number LP015012 acting by the General Partner,

"Partnership Interests" means

- (a) all of the Chargors' present and future rights, title, interest and benefit under, in and to the Limited Partnership Agreement and all of its existing and future interest as a limited partner in the Partnership, its capital and assets whether arising under the Limited Partnership Agreement or law, and
- (b) any right of a Chargor to purchase or otherwise acquire any additional interest in the Partnership, including any interest in the joint estate of the Partnership,

"Partnership Related Rights" means all present and future

- (a) distributions of any kind and any other sum paid or payable to a Chargor in respect of the Limited Partnership Agreement and its Partnership Interests, including distributions of profits, income or capital,
- (b) any interest or principal paid or payable to a Chargor in respect of the Limited Partnership Agreement and its Partnership Interests including in respect of any Partner Loan,
- (c) rights, shares, warrants, benefits, money, property or other assets accruing or offered at any time in relation to the Partnership Interests by way of redemption, bonus, repayment of capital, dividend, preference, purchase, conversion, option, substitution, exchange or otherwise in respect of the Limited Partnership Agreement and the Partnership Interests, and
- (d) any other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, the Partnership Interests including all rights and remedies for enforcing its Partnership Interests,

"Plant and Equipment" means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Real Property,

"Property" means the property described in schedule 2 (The Property),

"Real Property" means

- (a) any freehold, leasehold or immovable property (including the Property), and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

"Related Rights" means, in relation to an agreement, any guarantee or security for the performance of any such agreement, any money now or at any time in the future due or owing to any Chargor under or in connection with any such agreement, all claims for damages or other remedies in respect of any present or future breach of such agreement and all rights and remedies for enforcing such agreement,

"Relevant Shares" means all the shares specified in schedule 3 (Relevant Shares) and any offer, right or benefit in respect of any such shares other than Dividends, and

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by an Obligor or by some other person) of the Obligors (or any of them) to the Finance Parties (or any of them) under each of the Finance Documents

1 2 *Interpretation*

- (a) This deed is a Finance Document
- (b) The provisions of clause 1 2 (Construction) of the Facility Agreement shall be deemed to be incorporated into this deed
- (c) In this deed, unless a contrary indication appears
 - (i) **"obligations"** means obligations and liabilities,
 - (ii) references to obligations and liabilities include the whole or any part of them, present and future, actual and contingent,
 - (iii) any reference to **"powers"** includes rights, powers, discretions and authorities, and
 - (iv) any reference to any asset includes any proceeds of sale of any such asset

1 3 *Construction of charging clause*

Each of the security interests created by clause 3 (Fixed Security) shall be construed as separate and distinct interests over the relevant assets so that the recharacterisation for any reason of any security interest over any one asset shall not affect the nature of the security interest created over any other asset

1 4 *Incorporation*

This deed incorporates the terms of the Finance Documents and any side letters between the parties to the extent required to ensure the validity of any purported disposition under this deed of any freehold or leasehold property under s2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

1 5 *Exclusion from scope of Security*

Notwithstanding any other provision of this Deed, this Security excludes any assets validly secured by any security interest under any Security Document governed by Luxembourg law granted by the Chargor in favour of the Security Trustee

2. **Undertaking to pay**

Each Chargor undertakes with the Security Trustee to pay the Secured Obligations to the Security Trustee when due

3. Fixed Security

As continuing security for the payment of the Secured Obligations each Chargor with full title guarantee

- (a) charges to the Security Trustee, to the extent its interest is a legal interest, by way of legal mortgage all Real Property owned by such Chargor at the date of this deed including the Property,
- (b) charges to the Security Trustee, to the extent its interest is a beneficial interest, by way of fixed charge, all Real Property owned by such Chargor at the date of this deed including the Property,
- (c) charges to the Security Trustee by way of equitable mortgage its interest in any Real Property acquired by such Chargor after the date of this deed,
- (d) assigns to the Security Trustee by way of fixed security its rights and interest in all present or future Rental Income,
- (e) assigns to the Security Trustee by way of fixed security its rights and interest in any present or future compensation and damages for the compulsory purchase of, or any blight or disturbance affecting, any Real Property,
- (f) assigns to the Security Trustee by way of fixed security its rights and interest in any Recovery Claim,
- (g) assigns to the Security Trustee by way of fixed security its rights and interest in
 - (i) any present or future right to occupy any Real Property under licence,
 - (ii) rights under any present or future contract for the purchase of any Real Property and any Related Rights,
- (h) assigns to the Security Trustee by way of equitable mortgage its rights and interest in
 - (i) the Relevant Shares,
 - (ii) any present or future Dividends in respect of the Relevant Shares,
- (i) assigns to the Security Trustee by way of equitable mortgage its rights and interest in
 - (i) any present or future Investments other than the Relevant Shares owned by that Chargor,
 - (ii) any present or future Dividends in respect of any such Investments,
- (j) charges to the Security Trustee by way of fixed charge its rights and interest in
 - (i) any Plant and Equipment,
 - (ii) its present or future goodwill and uncalled capital,
 - (iii) any present or future Debts owing to the Chargor,

- (iv) any money now or at any time after the date of this deed standing to the credit of any bank account to the extent not otherwise charged by this deed,
- (v) any present or future Intellectual Property,
- (k) charges to the Security Trustee by way of fixed charge its rights and interest in any money now or at any time after the date of this deed standing to the credit of any present or future account opened by the Chargors (or any of them),
- (l) charges to the Security Trustee by way of fixed charge its rights and interest in any present or future contract of insurance effected by or for the benefit of any Chargor and any Related Rights,
- (m) assigns to the Security Trustee by way of fixed security all its present and future rights and interest in
 - (i) its Partnership Interests,
 - (ii) its Partnership Related Rights, and
 - (iii) any Partner Loan,
- (n) assigns to the Security Trustee by way of fixed security its rights and interest in any present or future Hedging Agreement and any Related Rights including any amount payable to any Chargor as the result of a termination or closing out under a Hedging Agreement,
- (o) assigns to the Security Trustee by way of fixed security its rights and interest in any Assigned Agreements and any Related Rights to the extent capable of assignment without breaching any provision of such agreement and if the terms of any Assigned Agreement require the consent of any party to such agreement to the assignment to the Security Trustee which consent has not been obtained at the date of this deed such assignment shall take effect immediately on such consent being obtained,
- (p) to the extent that any Assigned Agreement is not capable of assignment without breaching any provision of such agreement but is capable of being charged, charges to the Security Trustee by way of fixed security its rights and interest in such agreement and any Related Rights, and
- (q) to the extent that any Assigned Agreement is not capable of assignment or charge without breaching any provision of such agreement, charges to the Security Trustee the proceeds of any Related Rights in respect of such agreement, and
- (r) charges to the Security Trustee by way of fixed security its rights and interest in the Construction Documents and any Related Rights in respect of such Construction Documents to the extent capable of being charged without breaching any provision of such documents and if the terms of any Construction Documents require the consent of any party to the charge in favour of the Security Trustee which consent has not been obtained at the date of this deed, the charge shall take effect immediately on such consent being obtained (and, to the extent that any of the Construction Documents contain an absolute prohibition against charging, the Chargor charges to the Security Trustee the proceeds of any Related Rights in respect of such Construction Documents)

4. Floating Security

4 1 *Floating charge*

As continuing security for the payment of the Secured Obligations each Chargor charges to the Security Trustee by way of floating charge with full title guarantee the whole of its present or future assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Security Trustee by way of fixed security under clause 3 (Fixed Security)

4 2 *Conversion*

Subject to clause 4 3 (Moratorium under Insolvency Act), the Security Trustee may at any time by written notice to a Chargor convert the floating charge created by clause 4 1 (Floating charge) into a fixed charge as regards any assets charged under specified in the notice if

- (a) an Event of Default has occurred and is continuing, or
- (b) in the opinion of the Security Trustee (acting reasonably), such assets are at risk of becoming subject to any Security (other than Transaction Security) or are otherwise at risk of ceasing to be within the ownership or control of such Chargor

4 3 *Moratorium under Insolvency Act*

The Security Trustee shall not be entitled to convert the floating charge created by clause 4 1 (Floating charge) into a fixed charge as a result only of a Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under s 1A of and schedule A1 to the Insolvency Act

4 4 *Qualifying floating charge*

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act applies to the floating charge created by clause 4 1 (Floating charge) which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act

5. Notices of Assignment

5 1 *Notice of assignment of Rental Income*

Each Chargor shall, if required by the Security Trustee, give notice of assignment of the Rental Income substantially in the form set out in part 1 of schedule 5 to each tenant of the Property and shall use reasonable endeavours to procure that each such tenant executes and delivers to the Security Trustee an acknowledgement of such notice substantially in the form set out in part 2 of schedule 5

5 2 *Notice of charge of accounts*

The Chargor shall give notice of the charge of any bank account substantially in the form set out in part 1 of schedule 6 to the Account Bank (if not the Security Trustee) and shall procure that the Account Bank executes and delivers to the Security Trustee an acknowledgement of such notice substantially in the form set out in part 2 of schedule 6

5 3 *Notice of assignment or charge of Assigned Agreements*

Each Chargor shall, if required by the Security Trustee, give notice of the assignment or charge of any Assigned Agreements substantially in the form set out in part 1 of schedule 7 to the other party or parties to such agreement and shall use reasonable endeavours to procure that party or parties executes and delivers to the Security Trustee an acknowledgement of such notice substantially in the form set out in part 2 of schedule 7

5 4 *Notice of charge in respect of Construction Documents*

If so required by the Security Trustee, the Chargor shall give notice of the charge of any Construction Documents substantially in the form set out in part 1 of schedule 9 to the relevant counterparty and shall procure that the relevant counterparty executes and delivers to the Security Trustee an acknowledgement of such notice substantially in the form set out in part 2 of schedule 9

5 5 *Assignment of Hedging Agreement*

The Assignment of any Hedging Agreement in this deed is without prejudice to, and after giving effect to, the operation of any payment or close-out netting in respect of amounts owing under such Hedging Agreement

5 6 *Security Trustee may give notice*

Nothing in this clause 5 shall prevent the Security Trustee from giving any notice it considers necessary or desirable in relation to the Security created over any Charged Property

6. **Debts**

6 1 *Dealings with Debts*

The Chargor shall

- (a) use all reasonable (but commercially prudent) endeavours to realise the Debts and not (without the prior written consent of the Security Trustee, such consent not to be unreasonably withheld or delayed) give any release or waiver or do anything which may prejudice the collection and recovery of any of the Debts,
- (b) from time to time if required by the Security Trustee provide the Security Trustee with the names and addresses of the debtors of the Chargor and the amount of the Debts owing from each of them and such other information relating to the Debts as the Security Trustee may require,
- (c) pay the proceeds of realisation of any Debt into the Designated Account and not withdraw any money from the Designated Account without first obtaining the consent in writing of the Security Trustee, and
- (d) permit the Account Bank (if not the Security Trustee) to disclose to the Security Trustee from time to time upon request full details of all the Chargor's accounts with such bank and any other information (as the Security Trustee reasonably requires) relating to the Chargor held by such bank

6 2 *Notice of charge of Designated Account*

If the Account Bank is not the Security Trustee the Chargor shall give notice of the charge of the Designated Account to the Account Bank substantially in the form set out in part 1 of schedule 6 and shall procure that the Account Bank executes and delivers to the Security Trustee an acknowledgement of the rights of the Security Trustee in respect of such account substantially in the form set out in part 2 of schedule 6

7. Investments

7 1 *Deposit of certificates*

Each Chargor shall deposit with the Security Trustee

- (a) on or immediately following the date of this deed, the certificates or other documents of title to each Relevant Share and Investment owned by such Chargor on such date,
- (b) on the date of the acquisition of any Relevant Share or Investment acquired by such Chargor after the date of this deed or on the withdrawal of any Relevant Share or Investment owned by such Chargor from any clearance system, the certificates or other documents of title to each such Relevant Share and Investment,
- (c) together with the certificates or other documents of title referred to in paragraphs (a) and (b) above, duly executed undated blank transfers in respect of each such Relevant Share and Investment and forms of waiver of any pre-emption rights necessary to enable such transfers to be registered

7 2 *Payment of money due*

Each Chargor shall promptly pay all money which may from time to time be due in respect of any Relevant Share or Investment forming part of the Charged Property

7 3 *Nominees*

If any Relevant Share or Investment forming part of the Charged Property is registered in the name of a nominee the relevant Chargor shall promptly on demand provide to the Security Trustee an equitable mortgage over such Relevant Share or Investment or power of attorney or acknowledgement of the rights created by this deed over such Relevant Share or Investment in favour of the Security Trustee in such terms as the Security Trustee may require duly executed by or on behalf of such nominee

7 4 *Completion of transfers*

The Security Trustee may at any time complete any transfers of any Relevant Share or Investment delivered to it under clause 7 1(c) in favour of itself or any nominee for it as transferee and may present the same for registration

7 5 *Dividends and voting rights before Event of Default*

Each Chargor shall be entitled to exercise each of the following rights until this deed becomes enforceable in accordance with clause 10 1 (Security Trustee's powers) and the Security Trustee gives notice of its intention to exercise any of such rights

- (a) to receive all Dividends in respect of any Relevant Share or Investment free from the security created by this deed, and
- (b) to exercise all voting rights attached to any Relevant Share or Investment and if the Security Trustee is registered as the holder of any such Relevant Share

or Investment it will exercise all voting rights attached to it as directed by such Chargor

7 6 *Dividends and voting rights after Event of Default*

The Security Trustee shall be entitled to exercise each of the following rights at any time after this deed becomes enforceable in accordance with clause 10 1 (Security Trustee's powers) and the Security Trustee gives the relevant Chargor notice of its intention to exercise such right itself

- (a) to receive all Dividends and apply them in reduction of the Secured Obligations whether or not any Relevant Share or Investment is registered in the name of the Security Trustee or any nominee for the Security Trustee or in the name of such Chargor or any nominee for such Chargor,
- (b) at its discretion to exercise or procure the exercise of all voting rights attached to any Relevant Share or Investment registered in the name of the Security Trustee or any nominee for the Security Trustee for the purpose only of preserving the value of such Investment or realising the security over such Investment created by this deed, and
- (c) to require such Chargor to exercise any voting rights attached to any Relevant Share or Investment registered in the name of such Chargor or any nominee for such Chargor as directed by the Security Trustee for the purpose mentioned in paragraph (b) above

7 7 *Security Trustee may give up voting rights*

The Security Trustee may at any time by giving notice to a Chargor give up any right it may have under clause 7 6(b) or clause 7 6(c) in relation to any of the Relevant Share or Investments specified in such notice (the "**Notified Shares**") whereupon such Chargor may exercise all voting rights in relation to the Notified Shares subject to the terms of the Finance Documents

7 8 *Dematerialisation*

Each Chargor must promptly take all action required for the rematerialisation of any Relevant Share or Investment forming part of the Charged Property held in dematerialised form in a clearance system

8. Negative undertakings

8 1 *Negative pledge*

No Chargor shall create or permit to subsist any Security over any of the Charged Property other than in accordance with clause 22 3 (Negative pledge) of the Facility Agreement

8 2 *Disposals*

Except as permitted by the Facility Agreement, the Chargors shall not sell, transfer, lease or otherwise dispose or purport or agree to dispose of

- (a) any of its assets which are expressed to be mortgaged by way of legal or equitable mortgage, assigned by way of security or charged by way of fixed security or charge to the Security Trustee under clause 3 (Fixed Security),

- (b) any of its other assets other than on arms length terms in the ordinary course of its trading

9. Undertakings relating to the Property

9.1 Proprietorship

Except pursuant to clause 23.3(a) (Occupational Leases) of the Facility Agreement, the Chargors shall not permit any person

- (a) to be registered as proprietor under the Land Registration Act 2002 of any Charged Property,
- (b) to create or permit to arise any interest referred to in schedule 1 or schedule 3 of such Act affecting any Charged Property, or
- (c) to become entitled to any proprietary right or interest which might affect the value of any Charged Property

9.2 Powers of leasing

Each Chargor's statutory and any other powers of entering into Occupational Leases and accepting or agreeing to accept surrenders of Occupational Leases are excluded except to the extent (if any) specifically provided in the Facility Agreement

9.3 The Assigned Agreements

Save as permitted under the Facility Agreement, each Chargor shall

- (a) comply with the provisions of each Assigned Agreement and not do or omit to do anything which might result in any impairment of any of the rights and benefits assigned by this deed, and
- (b) take all reasonable and practicable steps to preserve and enforce its rights and remedies under or in respect of the Assigned Agreements

9.4 Consents of the Limited Partner and the General Partner

- (a) The Limited Partner hereby consents, for the purposes of the Limited Partnership Agreement, to the assignment by the General Partner of the General Partner's Partnership Interests, Partnership Related Rights and any Partner Loan made by the General Partner
- (b) The General Partner hereby consents, for the purposes of the Limited Partnership Agreement, to the assignment by the Limited Partner of the Limited Partner's Partnership Interests, Partnership Related Rights and any Partner Loan made by the Limited Partner

9.5 Exercise of rights by the Security Trustee

- (a) The Security Trustee may at any time after the Security created by this deed becomes enforceable in accordance with clause 10 (Enforcement of Security) exercise (in the name of a Chargor and without any further consent or authority on the part of such Chargor) any powers or rights which may be exercised by a Chargor, the legal or beneficial owner of any Partnership Interest or Partnership Related Rights, any person who is the holder of any Partnership Interest or Partnership Related Rights or otherwise

- (b) Each Chargor shall comply or procure the compliance with any directions of the Security Trustee at any time after the Security created by this deed becomes enforceable in accordance with clause 10 (Enforcement of Security) in respect of the exercise of the rights set out in paragraph (a) above and shall promptly execute and/or deliver or procure the delivery to the Security Trustee of all such deeds, documents or forms which may be required to enable such rights to be exercised
- (c) All distributions, interest and other income forming part of the Partnership Interests or Partnership Related Rights at any time after this deed becomes enforceable in accordance with clause 10 (Enforcement of Security) shall be paid without set-off or deduction into an account designated by the Security Trustee and any such monies which may be received by any Chargor shall, pending such payment, be held in trust for the Security Trustee, provided that the Security Trustee must promptly apply such monies in discharge of the Secured Obligations where sufficient to discharge the Secured Obligations in full

9 6 *No assumption of obligations*

The Security Trustee will not be liable to comply with the obligations assumed by any Chargor under the Limited Partnership Agreement or any Assigned Agreement or in respect of any of the Charged Property and the Security Trustee will not be under any obligation or liability by reason of, or arising out of, this deed nor will the Security Trustee be required to make any enquiry as to the nature or sufficiency of any payment received by the Security Trustee or to present or file any claim or take any other action to collect or enforce the payment of any amount or to enforce any other right to which the Security Trustee may be entitled by virtue of this deed at any time

9 7 *Failure to comply*

If a Chargor fails to comply with any of its obligations under this deed the Security Trustee may take such steps as it considers necessary (acting reasonably) to procure compliance with such obligations at the cost of such Chargor

10. Enforcement of Security

10 1 *Security Trustee's powers*

On the occurrence of an Event of Default which is continuing, or if any Chargor requests that the Security Trustee exercises any of its powers under this clause 10 1, this deed shall become enforceable and the Security Trustee may immediately or at any time thereafter

- (a) appoint one or more persons as an Administrator of any Chargor in accordance with schedule B1 to the Insolvency Act,
- (b) exercise the power of sale and all other powers conferred by s101 of the LPA as varied or extended by this deed,
- (c) subject to clause 4 3 (Moratorium under Insolvency Act), by written notice to the Chargor convert the floating charge created by clause 4 1 (Floating Charge) into a fixed charge as regards any assets specified in the notice,
- (d) make any lease or agreement for lease or accept surrenders of leases and grant options on such terms as it thinks fit without needing to comply with sections 99 and 100 of the LPA,

- (e) subject to s72A of and paragraph 43 of Schedule A1 to the Insolvency Act, appoint one or more persons as a Receiver of any Charged Property,
- (f) exercise all the powers conferred on a Receiver by this deed, the LPA and the Insolvency Act,
- (g) by notice to a Chargor end such Chargor's right to possession of all or any Real Property forming part of the Charged Property and enter into possession of all or such part of such Real Property,
- (h) secure and perfect its title to all or any part of the Charged Property and/or transfer any asset into the name of its nominee, and
- (i) to the extent that this deed constitutes a "security financial collateral arrangement" as defined in the Financial Collateral Regulations, appropriate any Charged Property which constitutes "financial collateral" as defined in the Financial Collateral Regulations in or towards satisfaction of the Secured Obligations and the Security Trustee shall value such Charged Property by reference to an independent valuation or other procedure selected by the Security Trustee (acting reasonably)

10.2 *Powers under the LPA*

- (a) Section 103 of the LPA will not apply to this deed
- (b) The power of sale and all other powers conferred by s101 of the LPA as varied or extended by this deed will arise upon execution of this deed by the Chargors

10.3 *Cash Cover*

After the occurrence of an Event of Default which is continuing each Chargor shall, immediately on written demand, provide to the Security Trustee full cash cover for any contingent liabilities forming part of the Secured Obligations, including liabilities arising in respect of bills of exchange or promissory notes accepted, endorsed or discounted and bonds, guarantees, indemnities, documentary or other credits or other instruments from time to time entered into by any Finance Party

10.4 *Administrators*

If the Security Trustee appoints two or more persons as Administrator of a Chargor, the appointment may specify whether those persons are to act jointly or concurrently

10.5 *Receivers*

- (a) The Security Trustee may appoint any Receiver upon such terms as to remuneration and otherwise as the Security Trustee thinks fit and the maximum rate specified in s109(6) of the LPA shall not apply
- (b) Any Receiver will be the agent of the relevant Chargor for all purposes and the Chargor will be responsible for such Receiver's acts and defaults and for his remuneration, costs, fees, taxes and expenses to the exclusion of liability on the part of the Security Trustee
- (c) Where two or more persons are appointed as Receiver any act authorised to be done by the Receiver may be done by all of them acting jointly or by any one or more of them acting severally

- (d) The Security Trustee may at any time by writing remove any Receiver (subject to the obtaining of any required order of the court in the case of an administrative receiver) whether or not the Security Trustee appoints any other person as Receiver in his place

11. Powers of Receiver and Security Trustee

11.1 *Statutory powers*

A Receiver shall have and be entitled to exercise all the powers conferred on a receiver by the LPA and, whether or not such a Receiver is an administrative receiver, all the powers conferred upon an administrative receiver by Schedule 1 to the Insolvency Act which powers are incorporated in this deed

11.2 *Additional powers*

By way of addition to and without limiting any other powers referred to in this clause a Receiver shall have power (both before and after the commencement of any liquidation of any Chargor) to do every act and thing and exercise every power

- (a) which the relevant Chargor would have been entitled to do or exercise if no Receiver had been appointed or which the Receiver would have been entitled to do or exercise if the Receiver were the absolute legal and beneficial owner of the Charged Property, and
- (b) which such Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of any Charged Property or for or in connection with the enforcement of the Security created by this deed or the realisation of any Charged Property,

and may use the name of the relevant Chargor in connection with any exercise of such powers

11.3 *Consideration*

The receipt of the Security Trustee or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property the Security Trustee or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit

11.4 *Prior encumbrances*

At any time after the security given by this deed has become enforceable, the Security Trustee may redeem any prior Security against any Charged Property or procure a transfer of such Security to itself and may agree the accounts of the person entitled to that Security and any accounts so agreed will be binding on the Chargors. Any money paid by the Security Trustee in connection with a redemption or transfer of any prior Security will form part of the Secured Obligations

11.5 *Possession*

If the Security Trustee, any Receiver or any Delegate takes possession of any Charged Property it may go out of possession at any time

12 Exclusion of Liability

12 1 *No obligation to recover*

None of the Security Trustee, any Receiver or any Delegate is under any obligation to take action to collect any money or enforce any rights comprised in the Charged Property whether or not it is in possession of the relevant Charged Property

12 2 *Liability as mortgagee in possession*

If the Security Trustee, any Receiver or any Delegate takes possession of any Charged Property, it will not be liable to account to any Chargor for anything except actual receipts or be liable to such Chargor for any loss arising from any realisation of any Charged Property or for any default or omission for which a receiver or mortgagee in possession would be liable

12 3 *Losses on enforcement*

No Secured Party will be liable to any Chargor for any loss or damage arising from

- (a) any sale of any Charged Property,
- (b) any act, default or omission of any Secured Party in relation to any Charged Property, or
- (c) any exercise or non-exercise by any Secured Party of any power conferred upon it in relation to any Charged Property by or pursuant to this deed or by the LPA,

unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of such Secured Party

13. Application of Proceeds

13 1 *Order of application*

Subject to clause 13 2 (Prospective liabilities) and to claims having priority to the Security created by this deed and by way of variation to the provisions of the LPA, all amounts from time to time received or recovered by the Security Trustee in connection with the realisation or enforcement of all or any part of the Security constituted by this deed (for the purposes of this clause the "**Recoveries**") shall be held by the Security Trustee on trust to apply them at any time as the Security Trustee (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this clause), in the following order

- (a) in payment of all costs and expenses incurred by any Secured Party in connection with any realisation or enforcement of this deed and of all outgoings properly payable by any Secured Party,
- (b) in payment of remuneration to any Receiver,
- (c) in or towards satisfaction of the Secured Obligations in accordance with the Facility Agreement, and
- (d) the balance (if any) will be paid to the Chargors

13.2 *Prospective liabilities*

The Security Trustee may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Security Trustee (or at its option the name of any other Finance Party any of whose Secured Obligations are at that time still contingent) with such financial institution (including itself) and for so long as the Security Trustee shall think fit (the interest being credited to the relevant account) for later application under clause 13.1 (Order of Application) in respect of

- (a) any sum owing to the Security Trustee, any Receiver or any Delegate, and
- (b) any part of the Secured Obligations,

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

13.3 *Investment of proceeds*

Prior to the application of the proceeds of the Recoveries in accordance with clause 13.1 (Order of Application) the Security Trustee may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Security Trustee with such financial institution (including itself) and for so long as the Security Trustee shall think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Security Trustee's discretion in accordance with clause 13.1 (Order of Application)

13.4 *Currency Conversion*

- (a) For the purpose of, or pending the discharge of, any of the Secured Obligations the Security Trustee may convert any moneys received or recovered by the Security Trustee from one currency to the currency in which the Secured Obligations are denominated, at a market rate of exchange
- (b) The obligations of each Chargor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion

13.5 *Permitted Deductions*

The Security Trustee shall be entitled, in its discretion

- (a) to set aside by way of reserve amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this deed, and
- (b) to pay all Taxes which may be assessed against it in respect of any of the Charged Property, or as a consequence of performing its duties, or by virtue of its capacity as Security Trustee under any of the Finance Documents or otherwise (other than in connection with its remuneration for performing its duties under the Facility Agreement)

14. Protection of Persons Dealing with Security Trustee, Receiver or Delegate

- 14.1 No person dealing with the Security Trustee or any Receiver or Delegate will be concerned to enquire

- (a) whether any event has happened upon which any of the powers conferred by this deed may have arisen or be exercisable,
- (b) otherwise as to the propriety or regularity of any exercise of the powers conferred by this deed or of any act purporting or intended to be in exercise of such powers, or
- (c) whether any Secured Obligations remain owing

15. Notice of Subsequent Charge

If any Finance Party receives notice of any Security or other interest affecting any Charged Property

- (a) it may open a new account for any Chargor in its books and may transfer any outstanding balance owing by any such Chargor to such new account,
- (b) if it does open an account then, unless it gives express written notice to the contrary to the relevant Chargor, all payments made by such Chargor to such Finance Party will as from the time of receipt of such notice be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Obligations

16. Further Assurance

When required by the Security Trustee or any Receiver each Chargor shall, at its own cost

- (a) execute a charge by way of legal mortgage, assignment by way of security or fixed charge over any assets of the Chargor and such legal mortgage, assignment or charge shall secure the Secured Obligations and contain a power of sale which arises immediately upon execution, provisions excluding s93 of the LPA and the restrictions contained in s103 of the LPA and such other provisions including any similar to those in this deed as the Security Trustee may reasonably require,
- (b) execute any documents or do any other thing which the Security Trustee or any Receiver may require for perfecting or protecting any Security created by this deed or in connection with the exercise of any powers given to the Security Trustee or any Receiver under this deed, and
- (c) convey, transfer, assign or otherwise deal with any Charged Property in such manner as the Security Trustee or any Receiver may require in connection with any enforcement of any Security created by this deed

17. Power of Attorney by Chargors

Each Chargor irrevocably and by way of security appoints each of the Security Trustee, any person selected by Security Trustee and any Receiver its attorney in each case (with full power to appoint substitutes and to delegate) severally in its name and on its behalf to execute any document or do any act or thing which

- (a) such Chargor is entitled to execute or do in relation to the Charged Property including giving a receipt for any money and exercising any rights or remedies forming part of the Charged Property, or

- (b) such Chargor is obliged to execute or do under this deed but has, following a written request by the Security Trustee, failed to do so,

provided that any attorney appointed under this clause 17 may only exercise its powers under paragraph (a) above on the occurrence of an Event of Default which is continuing

18. Discharge of Security

18 1 Discharge conditional

Any discharge of any Chargor by the Security Trustee in reliance on a payment or security received by the Security Trustee will cease to be effective if that payment or security is avoided, reduced or invalidated for any reason and the Security Trustee will be entitled to recover from that Chargor on demand the amount of the Secured Obligations discharged by such payment or security

18 2 Retention of security

Following any discharge of any Chargor made by the Security Trustee in reliance on a payment or security the Security Trustee may retain the security constituted by this deed (and all documents of title or other documents necessary to protect such Security) until the expiry of the maximum period within which such payment or security can be avoided, reduced or invalidated for any reason. If the person making such payment or giving such security goes into liquidation or administration or equivalent proceedings in any foreign jurisdiction within that period the Security Trustee may retain the security constituted by this deed for as long as it thinks fit

19 Redemption

If the Security Trustee (acting in good faith) determines in accordance with the Facility Agreement that all of the Secured Obligations have been fully and finally discharged and no Secured Party is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Obligor pursuant to the Finance Documents, the Security Trustee shall release

- (a) without recourse or warranty all of the Security constituted by this deed, and
- (b) the rights of the Security Trustee under this deed

20. Miscellaneous

20 1 Trust

The Security Trustee holds the benefit of this deed as trustee for the Secured Parties on the terms set out in the Facility Agreement

20 2 Possession

Each Chargor shall be entitled to possession of any Real Property forming part of the Charged Property until termination of such right by the Security Trustee under clause 10 1 (Security Trustee's powers)

20 3 *Third Party Rights*

- (a) Unless expressly provided to the contrary, a person who is not a party to this deed has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this deed
- (b) Notwithstanding any term of this deed, the consent of any person other than the Chargor and the Security Trustee is not required to rescind or vary this deed at any time
- (c) A Secured Party may, subject to this clause 20 3 and the Third Parties Act, rely on any provision of this deed which expressly confers rights on it

20 4 *Continuing Security*

This deed is a continuing security and extends to the balance from time to time of the Secured Obligations irrespective of any intermediate payment of the Secured Obligations

20 5 *Other Security*

This deed is in addition to and will not in any way be prejudiced or affected by the holding or release by the Security Trustee or any other person of any other security at any time held by the Security Trustee

20 6 *Consolidation*

The restrictions on the right of consolidating mortgage securities contained in s 93 of the LPA will not apply to this deed

20 7 *Land Registry Restriction*

By executing this deed each Chargor consents to the entry of the following restriction against any registered titles (and any unregistered properties subject to compulsory first registration) which are at any time subject to this deed

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of the restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Landesbank Baden-Wurtemberg, London Branch referred to in the charges register or their conveyancer"

20 8 *Liability Joint and Several*

The liability of the Chargors under this deed is joint and several

20 9 *Counterparts*

- (a) This deed 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 deed
- (b) This document takes effect as a deed notwithstanding the fact that one party may only execute this document under hand

21. Law

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

22 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed and a dispute regarding a non-contractual obligation referred to in clause 21 (Law)) (a "**Dispute**")
- (b) The Security Trustee and the Chargors agree that the courts of England are the most appropriate and convenient courts to settle Disputes. The Chargors will not argue to the contrary
- (c) This clause is for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions

THIS DEED has been executed and delivered as a deed by the Chargors and signed on behalf of the Security Trustee on the date shown at the beginning of this deed

SCHEDULE 1

The Chargors

- 1 The Limited Partner,
- 2 The General Partner,
- 3 The Nominee, and
- 4 The Partnership

SCHEDULE 2

The Property

The freehold land and buildings registered at the Land Registry under title number NGL816758 described as Triton Court, 14-18 Finsbury Square, London EC2A 1BR and known as the "Alphabeta Building"

SCHEDULE 3

Relevant Shares

The entire issued share capital of the Nominee being, as of the date of this deed, 10 ordinary shares of £1.00 each

SCHEDULE 4

Assigned Agreements

- 1 Each Occupational Lease,
- 2 Each Purchase Document,
- 3 Each Management Agreement,
- 4 Each Subordinated Loan Agreement, to the extent any such Subordinated Loan Agreement is governed by English law,
- 5 Any other present or future agreement relating to the acquisition, construction, design, development, refurbishment, repair, letting, marketing, management, operation, servicing and use of the whole or any part of the Property to which a Chargor is party, and
- 6 Any other English law governed document designated as a Transaction Document (other than the Finance Documents) to which a Chargor is a party or in which a Chargor otherwise has an interest

SCHEDULE 5

Part 1

Notice of Assignment to Tenant

To []

[Date]

Dear Sirs

We refer to a lease dated [] (the "**Lease**") between us and you in respect of [] (the "**Demised Property**")

We give you notice by a debenture dated [] entered into between us and Landesbank Baden-Wurtemberg, London Branch (the "**Security Trustee**"), we have assigned to the Security Trustee all our rights and interest in all amounts now or at any time in the future payable to us under or in connection with the Lease including but not limited to each of the following amounts

- 1 rent, licence fees and equivalent amounts paid or payable,
- 2 any sum received or receivable from any deposit held as security for performance of your obligations,
- 3 a sum equal to any apportionment of rent allowed our favour,
- 4 any other moneys paid or payable in respect of occupation and/or usage of the Demised Property and any fixture and fitting on the Demised Property including any fixture or fitting on the Demised Property for display or advertisement, on licence or otherwise,
- 5 any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement or extension of the Lease,
- 6 any sum paid or payable in respect of a breach of covenant or dilapidations under the Lease,
- 7 any sum paid or payable by or distribution received or receivable from any guarantor of your obligations under the Lease,
- 8 any amount paid or payable to us by you by way of contribution to ground rent, insurance premia, the cost of an insurance valuation, a service or other charge in respect of our costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, the Demised Property or a reserve or sinking fund or by way of VAT, and
- 9 any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above,

(together the "**Rental Income**")

We irrevocably instruct and authorise you notwithstanding any previous instructions which we may have given to you to the contrary to pay all Rental Income to our account at [] (Account No []) under reference [] (the "**Rental Income Account**") or to such other account and/or bank as may from time to time be notified to you by the Security Trustee all moneys forming part of the Rental Income and otherwise to act in accordance with the instructions of the Security Trustee in connection with the Rental Income

This notice and any non-contractual obligations arising out of or in connection with this notice are governed by the law of England.

Would you please acknowledge receipt of this notice and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and returning it to the Security Trustee at []

Yours faithfully,

[]

Part 2
Acknowledgement

To []

[Date]

Dear Sirs

We acknowledge receipt of a notice (a copy of which is attached) dated [] and addressed to us by [] (the "**Chargor**") Expressions defined in such notice have the same meanings in this acknowledgement

We acknowledge and confirm that

- 1 we will pay the Rental Income into the Rental Income Account or to such other account and/or bank as the Security Trustee may from time to time notify to us,
- 2 we have not, as at the date of this letter, received any notice that any third party has or will have any right or interest in or has made or will be making any claim or demand or taking any action against the Rental Income

This acknowledgement and any non-contractual obligations arising out of or in connection with this acknowledgement are governed by the law of England and in connection with any proceedings with respect to this acknowledgement and any such non-contractual obligations we submit to the jurisdiction of the Courts of England for your exclusive benefit

Yours faithfully,

[]

SCHEDULE 6

Part 1

Form of notice to Account Bank

To [insert name and address of Account Bank] (the "**Account Bank**")

Dated []

Dear Sirs

We refer to the account of [] (the "**Chargor**") with you numbered []

We give you notice that, by a debenture dated [] the Chargor has charged to Landesbank Baden-Württemberg, London Branch (the "**Security Trustee**") by way of fixed charge its interest in and to the money from time to time standing to the credit of the account referred to above (the "**Charged Account**") and to all interest (if any) accruing on the Charged Account

We irrevocably authorise and instruct you until you receive written notice from the Security Trustee to the contrary

- 1 to pay all or any part of monies from time to time standing to the credit of the Charged Account to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee to that effect,
- 2 to disclose to the Security Trustee any information relating to the Chargor and the Charged Account which the Security Trustee may from time to time request you to provide, and
- 3 not to permit the Chargor to receive, withdraw or otherwise transfer any credit balance from time to time on the Charged Account without first obtaining the consent in writing of the Security Trustee

This notice and any non-contractual obligations arising out of or in connection with this notice are governed by the law of England

Would you please acknowledge receipt of this letter and your acceptance of the above by signing the attached form of acknowledgement and returning it to the Security Trustee at []

Yours faithfully,

[]

Part 2
Acknowledgement

To []

[Date]

Dear Sirs,

We acknowledge receipt of a notice (a copy of which is attached) dated [] and addressed to us by [] (the "**Chargor**") Expressions defined in such notice have the same meanings in this acknowledgement

We acknowledge and confirm that

- 1 we accept the instructions in the notice and will act in accordance with the provisions of such notice until the Security Trustee notifies us in writing that the notice is revoked,
- 2 we have not received notice that any third party has any interest in the Charged Account,
- 3 we have not claimed or exercised, nor will we claim or exercise against the Chargor, any right of set-off, lien, combination of accounts, counterclaim or other right relating to the Charged Account

This acknowledgement and any non-contractual obligations arising out of or in connection with this acknowledgement are governed by the law of England and in connection with any proceedings with respect to this acknowledgment and any such non-contractual obligations we submit to the jurisdiction of the Courts of England for your exclusive benefit

Yours faithfully,

[]

SCHEDULE 7

Part 1

Notice of Assigned Agreements

To { }

[Date]

Dear Sirs,

We refer to an agreement dated [] (as such agreement may be amended or supplemented, the "**Assigned Agreement**") between us and you a copy of which is attached

We give you notice that by a debenture dated [] (the "**Debenture**") entered into between us and Landesbank Baden-Wurtemberg, London Branch (the "**Security Trustee**") we have assigned to the Security Trustee all our present and future rights and interest in

- 1 the Assigned Agreement and any money now or at any time in the future due or owing to us under or in connection with the Assigned Agreement, and
- 2 all guarantees, indemnities, mortgages, charges and other security of whatever nature now or in the future held by us in respect of the Assigned Agreement including all money now or at any time in the future due or owing to us under or in connection with the same and all rights and remedies for enforcing the same,

(together the "**Assigned Assets**")

We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions whatsoever which we may have given to you to the contrary)

- (a) following receipt of notice from the Security Trustee that the security over the Assigned Assets has become enforceable, to pay to the Security Trustee at its account (details of which are notified to you from time to time by the Security Trustee) all moneys forming part of the Assigned Assets and otherwise to act in accordance with the instructions of the Security Trustee in connection with the Assigned Assets,
- (b) following receipt of notice from the Security Trustee that the security over the Assigned Assets has become enforceable, to comply with the terms of any written notice, statement or instructions in any way relating or purporting to relate to the Assignment and/or the Assigned Assets which you receive at any time from the Security Trustee, and
- (c) to disclose to the Security Trustee, such information relating to the Assigned Assets as the Security Trustee may, at any time request

In each case without any reference to or further authority from us and without any enquiry by you as to the justification for such instructions, notice, statement, instructions or disclosure

The instructions and authorisations which are contained in this letter will remain in full force and effect until the Security Trustee gives you notice in writing revoking them

This letter and any non-contractual obligations arising out of or in connection with this letter are governed by the law of England

Would you please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and returning it to the Security Trustee at []

Yours faithfully,

[]

Part 2
Acknowledgement

To []

[Date]

Dear Sirs,

We acknowledge receipt of a letter (a copy of which is attached) dated [] and addressed to us by [] (the "**Chargor**") with respect to the Debenture Expressions defined in such letter have the same meanings in this acknowledgement

We acknowledge and confirm that

- 1 we have not claimed or exercised, have no outstanding right to claim or exercise and will not exercise, any right of set-off, counterclaim or other right relating to any payments to be made by it in respect of our indebtedness under the Assigned Agreement,
- 2 we have not received any notice that any third party has or will have any right or interest in or has made or will be making any claim or demand or taking any action against the Assigned Agreement, and
- 3 we agree that you do not have any obligations, liabilities or responsibilities under or in respect of the Assigned Agreement

We have made the acknowledgements and confirmations and have given the undertakings set out in this letter in the knowledge that they are required by you in connection with the security which is to be constituted by the Chargor in your favour under the Debenture (a copy of which has been furnished to us)

This letter and any non-contractual obligations arising out of or in connection with this letter are governed by the law of England and in connection with any proceedings with respect to this letter and any such non-contractual obligations we submit to the jurisdiction of the Courts of England for your exclusive benefit

Yours faithfully,

[]

SCHEDULE 8

Construction Documents

	Agreement/Clause to be assigned	MB Description
1	Parent Company Guarantee dated 2 July 2013 entered into between (1) Finsbury Square (Triton Court 2012) Limited Partnership, and (2) Galliford Try Plc	Parent Company Guarantee
2	Building Contract dated 2 July 2013 entered into between (1) Finsbury Square (Triton Court 2012) Limited Partnership, and (2) Galliford Try Construction Ltd	Building Contract
3	Clause 9 (<i>Consultant's warranty to Client</i>) of the deed of novation dated 2 July 2013 entered into between (1) Finsbury Square (Triton Court 2012) Limited Partnership, (2) Galliford Try Construction Ltd, and (3) Studio RHE Ltd	Architect's appointment (novated to building contractor)
4	Clause 9 (<i>Consultant's warranty to Client</i>) of the deed of novation dated 2 July 2013 entered into between (1) Finsbury Square (Triton Court 2012) Limited Partnership, (2) Galliford Try Construction Ltd, and (3) Furness Partnership Ltd	Structural Engineer's appointment (novated to building contractor)
5	Deed of appointment dated 2 July 2013 entered into between (i) Finsbury Square (Triton Court 2012) Limited Partnership, and (ii) URS Infrastructure Environment UK Ltd	M&E Services Engineer's appointment
6	Deed of appointment dated 2 July 2013 entered into between (i) Finsbury Square (Triton Court 2012) Limited Partnership, and (ii) Quartz Project Services Limited	Project Manager's appointment
7	Letter of appointment dated 2 July 2013 entered into between (i) Finsbury Square (Triton Court 2012) Limited Partnership, and (ii) WYG Management Services Ltd	CDM Co-Coordinator's letter of appointment
8	Deed of collateral warranty dated 12 June 2015 entered into between (i) Finsbury Square (Triton Court 2012) Limited Partnership, and (ii) Balfour Beatty Engineering Services Ltd	Sub-Contractor collateral warranty
9	Deed of collateral warranty dated 11 May 2015 entered into between (i) Finsbury Square (Triton Court 2012) Limited Partnership, and (ii) E S B Services Ltd	Sub-Contractor collateral warranty
10	Deed of collateral warranty dated 11 May 2015 entered into between (i) Finsbury Square (Triton Court 2012) Limited Partnership, and (ii) GSS Piling Ltd	Sub-Contractor collateral warranty

11	Deed of collateral warranty dated 11 May 2015 entered into between (i) Finsbury Square (Triton Court 2012) Limited Partnership, and (ii) Kone PLC	Sub-Contractor collateral warranty
12	Deed of collateral warranty dated 1 May 2015 entered into between (i) Finsbury Square (Triton Court 2012) Limited Partnership, and (ii) Littleman Contracts Ltd	Sub-Contractor collateral warranty
13	Letter of appointment dated July 2013 entered into between (i) Finsbury Square (Triton Court 2012) Limited Partnership, and (ii) JBA Management Limited	Clerk of Works appointment
14	Building Contract dated 30 June 2015 entered into between (i) Finsbury Square (Triton Court 2012) Limited Partnership, and (ii) Chubb Systems Limited	Lift control enhancements contract

SCHEDULE 9

Part 1

Form of notice in respect of Construction Documents

To []

[Date]

Dear Sirs,

We refer to an agreement dated [] (as such agreement may be amended or supplemented, the "**Charged Agreement**") between us and you a copy of which is attached

We give you notice that by a debenture dated [] (the "**Debenture**") entered into between us and [] (the "**Security Trustee**") we have charged to the Security Trustee all our present and future rights and interest in

- 1 the Charged Agreement and any money now or at any time in the future due or owing to us under or in connection with the Charged Agreement, and
- 2 all guarantees, indemnities, mortgages, charges and other security of whatever nature now or in the future held by us in respect of the Charged Agreement including all money now or at any time in the future due or owing to us under or in connection with the same and all rights and remedies for enforcing the same,

(together the "**Charged Assets**")

We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions whatsoever which we may have given to you to the contrary)

- (a) to pay to the Security Trustee at its account at [] (Account No []) under reference [] (or to such other account or accounts and/or bank or banks as may from time to time be notified to you by the Security Trustee) all moneys forming part of the Charged Assets and otherwise to act in accordance with the instructions of the Security Trustee in connection with the Charged Assets,
- (b) to comply with the terms of any written notice, statement or instructions in any way relating or purporting to relate to the Charged Agreement and/or the Charged Assets which you receive at any time from the Security Trustee, and
- (c) to disclose to the Security Trustee, such information relating to the Charged Assets as the Security Trustee may, at any time request

In each case without any reference to or further authority from us and without any enquiry by you as to the justification for such instructions, notice, statement, instructions or disclosure

The instructions and authorisations which are contained in this letter will remain in full force and effect until the Security Trustee gives you notice in writing revoking them

This letter and any non-contractual obligations arising out of or in connection with this letter are governed by the law of England

Would you please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and returning it to the Security Trustee at []

Yours faithfully,

[]

Part 2
Acknowledgement

To []

[Date]

Dear Sirs,

We acknowledge receipt of a letter (a copy of which is attached) dated [] and addressed to us by [] (the "**Chargor**") with respect to the Debenture Expressions defined in such letter have the same meanings in this acknowledgement

We acknowledge and confirm that

- 1 we have not received any notice that any third party has or will have any right or interest in or has made or will be making any claim or demand or taking any action against the Charged Agreement, and
- 2 we agree that you do not have any obligations, liabilities or responsibilities under or in respect of the Charged Agreement

We have made the acknowledgements and confirmations and have given the undertakings set out in this letter in the knowledge that they are required by you in connection with the security which is to be constituted by the Chargor in your favour under the Debenture (a copy of which has been furnished to us)

This letter and any non-contractual obligations arising out of or in connection with this letter are governed by the law of England and in connection with any proceedings with respect to this letter and any such non-contractual obligations we submit to the jurisdiction of the Courts of England for your exclusive benefit

Yours faithfully,

[]

EXECUTION PAGES

THE CHARGORS

**SIGNED as a DEED on behalf of
AGAMEMNON S.À R.L., a company
incorporated in the Grand Duchy of
Luxembourg, by**

ROBIN NG CHENG JIET, who, in accordance with the laws of that territory, is acting under the authority of the company

)
)
) Authorised signatory
)
)
) MANAGER
) Title
)
)

EXECUTED as a **DEED** by **TRITON COURT GP LIMITED** acting by a Director in the presence of

[Signature]

Director

or

FERDINAND SADELI

Witness signature

Witness name

Witness address

102 Pasir Panjang Road
#06-00 Golden Agri Plaza
Singapore 118535

EXECUTED as a DEED by TRITON
COURT NOMINEE (NEWCO) LIMITED
acting by a Director in the presence of

Director

FERD.

FERDINAND SADELI

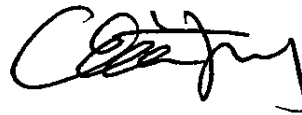
Witness signature

Witness name

Witness address

102 Pasir Panjang Road
#06-00 Golden Agri Plaza
Singapore 112535

EXECUTED as a DEED by FINSBURY)
SQUARE (TRITON COURT 2012))
LIMITED PARTNERSHIP acting by its)
general partner TRITON COURT GP)
LIMITED a company incorporated in)
England and Wales acting by a Director in)
the presence of)



Director



Witness signature

Witness name

FERDINAND STOEHL

Witness address

102 Pasir Panjang Road
#06-00 Golden Agri Plaza
Singapore 118535

THE SECURITY TRUSTEE

SIGNED for and on behalf of)
LANDESBANK BADEN-)
WURTEMBERG, LONDON BRANCH in)
its capacity as Security Trustee)

Authorised signatory