



Registration of a Charge

Company Name: **TRITON COURT NOMINEE (NEWCO) LIMITED**

Company Number: **09595862**



Received for filing in Electronic Format on the: **23/12/2021**

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Details of Charge

Date of creation: **21/12/2021**

Charge code: **0959 5862 0003**

Persons entitled: **OVERSEA-CHINESE BANKING CORPORATION LIMITED**

Brief description: **TRITON COURT, 14 FINSBURY SQUARE, LONDON (EC2A 1BR)
REGISTERED AT H.M. LAND REGISTRY WITH TITLE NUMBER NGL816758**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **STEPHENSON HARWOOD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9595862

Charge code: 0959 5862 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2021 and created by TRITON COURT NOMINEE (NEWCO) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2021 .

Given at Companies House, Cardiff on 31st December 2021

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**

Composite Security Agreement

Dated 21 December 2021

- (1) The Chargors listed in Schedule 1
(the Original Chargors)**
- (3) Oversea-Chinese Banking Corporation Limited
(the Security Agent)**

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THIS DEED

Dated 21 December 2021

BETWEEN:

- (1) The companies listed in Schedule 1 (the "**Original Chargors**"); and
- (2) **Oversea-Chinese Banking Corporation Limited**, acting through its London branch, (Registered number FC006487 of The Rex Building, 3rd Floor, 62 Queen Street, London, EC4R 1EB) (the "**Security Agent**") as security trustee for the Secured Parties (as defined in the Facility Agreement defined below).

BACKGROUND:

- (A) Each Chargor enters into this Deed in connection with the Facility Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Act" means the Law of Property Act 1925.

"Agreement for Lease" means an agreement to grant an Occupational Lease for all or part of the Mortgaged Property and any other Property.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Building Contract" means the building contract dated 2 July 2013 entered into between the Limited Partnership and Galliford Try Construction Limited.

"Chargor" means each Original Chargor and each company which grants Security over its assets in favour of the Security Agent by executing a Security Accession Deed in accordance with Clause 18 (*Additional Chargors*).

"Chargor Collateral Warranties" means any collateral warranties issued in favour of any of the Chargors from time to time in connection with the Mortgaged Property.

"Construction Documents" means:

- (a) the Chargor Collateral Warranties;
- (b) any other collateral warranty issued by any trade or building sub-contractor, any consultant, or any other adviser in favour of a Chargor, or of which a Charger has the benefit, in relation to the Mortgaged Property; or

- (c) any building contract, appointment or any other document entered into by a Chargor in connection with the development or refurbishment of, or the carrying out of works at, the Mortgaged Property (including, without limitation, the Building Contract).

"Controlled Account" means each Account other than the General Account.

"Facility Agreement" means the £174,000,000 facility agreement dated on or about the date of this Deed between (among others) each Original Chargor and the Security Agent.

"Group Restructure" means the proposed corporate reorganisation of the Original Borrower and its Subsidiaries in accordance with the Group Restructure Steps Plan and the terms of this Agreement.

"Group Restructure Documents" means:

- (a) the Group Restructure Steps Plan;
- (b) the Borrower Novation Deed;
- (c) the SPA;
- (d) the TR1; and
- (e) any other document to be entered into to facilitate or implement the Group Restructure including, but not limited to:
 - (i) any deed or deeds of assignment in respect of any subsisting construction documentation;
 - (ii) a deed of novation of the Building Contract;
 - (iii) any deed of assignment of rent deposit deeds;
 - (iv) any deed of assignment of arrears; and
 - (v) any deeds of assignment of any maintenance or service agreements.

"Hedging Agreement" means any master agreement, confirmation, transaction, schedule or other agreement in agreed form entered into or to be entered into by the Borrower for the purpose of hedging interest payable under the Facility Agreement.

"Insurance" means, in relation to a Chargor each contract or policy of insurance to which that Chargor is a party or in which it has an interest.

"Intellectual Property" means, in relation to a Chargor:

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;

- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not.

"Investments" means, in relation to a Chargor:

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

"Lease Document" means:

- (a) an Agreement for Lease;
- (b) an Occupational Lease; or
- (c) any other document designated as such by the Agent and the Borrower.

"Mortgaged Property" means all freehold or leasehold property included in the definition of Security Asset.

"New Chargor" is defined in Clause 18 (*Additional Chargors*).

"Occupational Lease" means any lease or licence or other right of occupation or right to receive rent to which the Mortgaged Property and any other Property may at any time be subject and includes any guarantee of a tenant's obligations under the same.

"Party" means a party to this Deed.

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

"Relevant Contract" means:

- (a) an appointment of a Managing Agent;
- (b) an appointment of an Asset Manager;
- (c) the Group Restructure Documents;
- (d) any agreement evidencing or recording the terms of any Subordinated Debt from time to time; or
- (e) any other document designated by the Security Agent and the relevant Chargor from time to time.

"Rental Income" means, in relation to a Chargor the aggregate of all amounts paid or payable to or for the account of that Chargor in connection with the letting, licence

or grant of other rights of use or occupation of any part of the Mortgaged Property and any other Property, as more particularly defined in the Facility Agreement.

"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 each Finance Document.

"Security" means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

"Security Accession Deed" means a deed executed by a New Chargor substantially in the form set out in Schedule 8 (*Form of Security Accession Deed*), with those amendments which the Security Agent may approve or reasonably require.

"Security Asset" means, in relation to a Chargor any asset of that Chargor which is, or is expressed to be, subject to any Security created by this Deed.

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

"SPA" means any sale and purchase agreement entered into between Newco, the GP, the Limited Partnership and Propco for the transfer of the Property to Propco in connection with the Group Restructure.

"Subordinated Debt" means all liabilities payable or owing to any Chargor as subordinated creditor including all such liabilities (whenever created) which are transferred or assigned or otherwise acquired after the date of this Deed.

"TR1" means the transfer of the legal title to the Property on HM Land Registry form TR1 and containing terms acceptable to the Security Agent (acting reasonably) between Newco, the GP and Propco in connection with the Group Restructure pursuant to the terms of the Group Restructure Documents.

1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clauses 1.2 (*Construction*) and 1.5 (*Luxembourg Terms*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or

Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

(ii) the words **include(s)**, **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as limiting the generality of any preceding words;

(iii) **liabilities** means any obligation, whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;

(iv) any **rights** in respect of an asset includes:

(A) all amounts and proceeds paid or payable;

(B) all rights to make any demand or claim; and

(C) all powers, remedies, causes of action, security, guarantees and indemnities,

in each case in respect of or derived from that asset;

(v) any share, stock, debenture, bond or other security or investment includes:

(A) any dividend, interest or other distribution paid or payable;

(B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

in each case in respect of that share, stock, debenture, bond or other security or investment;

(vi) the term "**this Security**" means any Security created by this Deed; and

(vii) any reference to this Security having become "**enforceable**" is a reference to the Security having become enforceable pursuant to Clause 10 (*When Security Becomes Enforceable*).

(d) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.

(e) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- (f) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.
- (h) Each of the mortgages, fixed charges and assignments contained in Clause 2.2 (*Land*) to 2.12 (*Miscellaneous*) over each category of assets, and each asset specified in those Clauses shall be read and construed separately, as though each category and asset were mortgaged, charged or assigned (as applicable) independently and separately of each other.
- (i) The liabilities of the Chargors under this Deed are joint and several.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind, vary, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed at any time.
- (c) Any Receiver, any Secured Party or any other person described in Clause 11.4 (*Protection of third parties*) may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

1.4 Effect as a Deed

This Deed is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

1.5 Luxembourg assets

Each of the Parties agree that, in respect of any asset of a Chargor that is located or deemed to be located in Luxembourg, any Security created pursuant to a Share Pledge Agreement, a Receivables Pledge Agreement or an Account Pledge Agreement ranks and shall rank in priority to Security by this Deed.

2 CREATION OF SECURITY

2.1 General

- (a) Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) All the Security created under this Deed:
 - (i) is created in favour of the Security Agent;

- (ii) is created over present and future assets of the Chargors;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.2 Land

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

2.3 Investments

Each Chargor:

- (a) mortgages all shares owned by it or held by any nominee or trustee on its behalf; and
- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) charges by way of a first fixed charge its interest in all its Investments.

2.4 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (*Land*), each Chargor charges by way of a first fixed charge all plant and machinery owned by each Chargor and its interest in any plant or machinery in its possession.

2.5 Credit balances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any Controlled Account, any amount standing to the credit of any Controlled Account in its name and the debt represented by it.

2.6 Subordinated Debt

To the extent not already subject to an assignment or fixed charge under Clause 2.11(a)(i)(D) (*Other contracts*) each Chargor charges by way of first fixed charge all of its Subordinated Debt.

2.7 Book debts etc.

Each Chargor charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights in relation to any item under paragraphs (a) or (b) above.

2.8 Insurances

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

2.9 Hedging

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, its right to receive all moneys payable under any Hedging Agreement.
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, each Chargor charges by way of a first fixed charge all of its right to receive all moneys payable under any Hedging Agreement.

2.10 Construction Documents

Each Chargor charges by way of fixed charge all its rights under any Construction Documents (if any).

2.11 Other contracts

- (a) Each Chargor:
 - (i) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:

- (A) under each Lease Document to which it is a party;
 - (B) in respect of all Rental Income;
 - (C) under any guarantee of Rental Income contained in or relating to any Lease Document to which it is a party;
 - (D) under each Relevant Contract to which it is a party; and
 - (E) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
- (ii) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party, which has been given in its favour or of which it has the benefit, except to the extent that it is subject to any fixed security created under any other term of this Clause 2 (*Creation of Security*).
- (b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, each Chargor charges by way of a first fixed charge all of its rights listed under paragraph (a)(i) above.

2.12 Miscellaneous

Each Chargor charges by way of first fixed charge:

- (a) its goodwill;
- (b) its Intellectual Property;
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above;
- (e) its uncalled capital; and
- (f) the benefit of all rights in relation to any item under paragraphs (a) to (e) above.

2.13 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2 (*Creation of Security*).
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by this Clause 2.13 (*Floating charge*) into a fixed charge as regards any of that Chargor's assets specified in that notice if:
 - (i) an Event of Default has occurred and is continuing; or

- (ii) the Security Agent (in good faith) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) Subject to paragraph (d) below, the floating charge created by this Clause 2.13 (*Floating charge*) may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,
 under Part A1 of the Insolvency Act 1986.
- (d) Paragraph (c) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The floating charge created by a Chargor under this Clause 2.13 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of that Chargor's assets:
 - (i) if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator;
 - (ii) if any steps are taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor over all or any part of its assets, or if such a person is appointed;
 - (iii) if that Chargor creates, or attempts to create, Security or a trust in favour of another person over all or any part of the Security Assets, except as expressly allowed under the Facility Agreement or this Deed;
 - (iv) on the crystallisation of any other floating charge over the Security Assets; or
 - (v) if any person levies (or attempts to levy) any distress, attachment, sequestration, execution or other process against all or any part of the Security Assets.
- (f) The floating charge created by this Clause 2.13 (*Floating charge*) is a "**qualifying floating charge**" for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2.14 Trust

- (a) If or to the extent that the assignment or charging of any Security Asset is ineffective because of a prohibition on that assignment or charging, then each relevant Chargor holds it on trust for the Security Agent.

- (b) If:
 - (i) a consent or waiver must be obtained; or
 - (ii) a condition must be satisfied,
 for a Chargor to be permitted to assign or grant a charge of whatever nature over any of its assets, then:
 - (i) subject to Clause 2.14(c), the relevant Chargor shall apply for the consent or waiver; and
 - (ii) each Chargor shall use reasonable endeavours to satisfy the condition,
 in each case within 14 days of the date of this Deed or, if the Security Asset is acquired after the date of this Deed, within 14 days of the date of acquisition.
- (c) Where the consent or waiver is not to be unreasonably withheld, the relevant Chargor shall:
 - (i) use reasonable endeavours to obtain it as soon as possible; and
 - (ii) keep the Security Agent informed of the progress of the negotiations to obtain it.
- (d) On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 2 (*Creation of Security*) and, in relation to such Security Asset, the trust referred to in paragraph (a) above shall terminate.

3 RESTRICTIONS ON DEALINGS

3.1 Security

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

3.2 Disposals

Except as expressly allowed under the Facility Agreement or this Deed, no Chargor may enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset, or enter into any agreement to make any such disposal.

4 LAND

4.1 Notices to tenants

Each Chargor must:

- (a) serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (*Forms of letter for occupational tenants*), on each tenant of the Mortgaged Property owned by that Chargor, such notice to be served immediately on the

occurrence of an Event of Default that is continuing if requested by the Security Agent, and provided that service of such notice is not prohibited by section A22 of the Corporate Insolvency and Governance Act 2020 for all tenants in place on that date and deliver a PDF copy of a certified copy of each notice to the Security Agent or its solicitors; and

- (b) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (*Forms of letter for occupational tenants*).

4.2 Acquisitions

If a Chargor acquires any freehold or leasehold property in England or Wales in accordance with the Facility Agreement after the date of this Deed (or, if acceding to this Deed, after the date of the relevant Security Accession Deed) it must:

- (a) notify the Security Agent immediately;
- (b) promptly on request by the Security Agent and at the cost of the relevant Chargor, execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent in any form which the Security Agent may require; and
 - (i) if the title to that freehold or leasehold property is registered at HM Land Registry or required to be so registered, give HM Land Registry written notice of this Security; and
 - (ii) if applicable, ensure that this Security is correctly noted against that title in the title register at HM Land Registry.

4.3 Registration at Companies House

Each Chargor consents to the registration of this Deed and any Security Accession Deed at Companies House pursuant to Part 25 of the Companies Act 2006.

4.4 HM Land Registry

- (a) Each Chargor consents to a restriction in the following terms being entered into on the register of title relating to any Mortgaged Property registered at HM Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ 2021 in favour of Oversea-Chinese Banking Corporation Limited referred to in the charges register or their conveyancer. (Standard Form P)".
- (b) Each Chargor consents to the registration of a notice against the register of title relating to any Mortgaged Property registered at HM Land Registry that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

4.5 Deposit of title deeds

Each Chargor must promptly:

- (a) deposit with the Security Agent all deeds and documents necessary to show good and marketable title to any property referred to in Clause 4.2 (*Acquisitions*) (the "**Title Documents**"); or
- (b) procure that the Title Documents are held to the order of the Security Agent by a firm of solicitors approved by the Security Agent for that purpose.

5 INVESTMENTS

5.1 Deposit

Each Chargor must promptly:

- (a) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and
- (b) execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments,

provided that nothing in this Clause will entitle the Security Agent or its nominee to become registered as the holder of the Investments unless an Event of Default has occurred and is continuing.

5.2 Calls

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments in accordance with the Facility Agreement.
- (b) If the relevant Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any of its Investments on behalf of that Chargor. The relevant Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this Clause 5.2 (*Calls*).

5.3 Other obligations in respect of Investments

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

- (c) The Security Agent is not obliged to:
 - (i) perform any obligation of any Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any of its Investments.

5.4 Voting rights

- (a) Until such time as the Security Agent makes a demand under paragraph (c) below:
 - (i) the voting rights, powers and other rights in respect of its Investments will be exercised:
 - (A) by the relevant Chargor; or
 - (B) if exercisable by the Security Agent, in any manner which the relevant Chargor may direct the Security Agent in writing; and
 - (ii) all dividends, distributions or other income paid or payable in relation to any of its Investments in accordance with the Facility Agreement must be paid into the General Account.
- (b) Each Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of any of its Investments as permitted by this Deed on the direction of the relevant Chargor.
- (c) Following the occurrence of an Event of Default, the Security Agent may, on demand, exercise (in the name of the relevant Chargor and without any further consent or authority on the part of that Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

6 ACCOUNTS

6.1 General

In this Clause 6 (*Accounts*) "**Account Bank**" means a person with whom an Account is maintained under the Facility Agreement.

6.2 Notices of charge

Each Chargor must:

- (a) on the date of this Deed (or, if the relevant Account is opened after the date of this Deed, promptly and in any event within five Business Days of the date on which that Account is opened) serve a notice of charge, substantially in the form of Part 1 of Schedule 4 (*Forms of letter for Account Bank*), on each Account Bank which holds a Controlled Account for that Chargor and deliver to the Security Agent a copy of that notice; and
- (b) use reasonable endeavours to ensure that each Account Bank described in paragraph (a) acknowledges the notice, substantially in the form of Part 2 of Schedule 4 (*Forms of letter for Account Bank*); and
- (c) if the General Account is in its name:
 - (i) promptly serve a notice of charge, substantially in the form of Part 3 of Schedule 4 (*Forms of letter for Account Bank*) on the Account Bank which holds the General Account, and deliver to the Security Agent a copy of that notice; and
 - (ii) use reasonable endeavours to ensure that the Account Bank which holds the General Account acknowledges the notice served on it pursuant to paragraph (i) above, substantially in the form of Part 4 of Schedule 4 (*Forms of letter for Account Bank*).
- (d) By executing this Deed the Original Borrower is deemed to have served notice on Oversea-Chinese Banking Corporation Limited as the Account Bank pursuant to this Clause 6.2 (*Notices of Charge*).

7 HEDGING

Each Chargor must:

- (a) immediately after:
 - (i) execution of this Deed (or, if acceding to this Deed, execution of the relevant Security Accession Deed); or
 - (ii) (as the case may be) execution of any Hedging Agreement entered into by it after the date of this Deed (or any relevant Security Accession Deed),serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (*Forms of letter for Hedge Counterparty*), on each counterparty to a Hedging Agreement and deliver a PDF copy of a certified copy of such notice to the Security Agent or its solicitors; and
- (b) use reasonable endeavours to ensure that each counterparty served with a notice under paragraph (a) above acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (*Forms of letter for Hedge Counterparty*).

8 INSURANCES

Each Chargor must at any time if requested by the Security Agent, promptly:

- (a) immediately after:
 - (i) execution of this Deed (or, if acceding to this Deed, execution of the relevant Security Accession Deed); or
 - (ii) (as the case may be) execution of any Insurance entered into by it after the date of this Deed (or any relevant Security Accession Deed) (to the extent the relevant counterparty has not already been notified of the assignment created under Clause 2.8 (*Insurances*)),serve a notice of assignment, substantially in the form of Part 1 of Schedule 6 (*Forms of letter for insurers*) (or such other form approved by the Security Agent), on each counterparty to an Insurance and deliver a PDF copy of a certified copy of each such notice to the Security Agent or its solicitors; and
- (b) use reasonable endeavours to ensure that each counterparty served with a notice under paragraph (a) above acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (*Forms of letter for insurers*), or such other form approved by the Security Agent.

9 OTHER CONTRACTS

Each Chargor must, at the request of the Security Agent:

- (a) promptly serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 7 (*Forms of letter for other contracts*), on each counterparty to a contract listed in Clause 2.10 (*Construction Documents*) or Clause 2.11 (*Other contracts*) to which it is a party and deliver to the Security Agent a certified copy of each such notice; and
- (b) use reasonable endeavours to ensure that each such counterparty served with a notice under paragraph (a) above acknowledges that notice, substantially in the form of Part 2 of Schedule 7 (*Forms of letter for other contracts*).

10 WHEN SECURITY BECOMES ENFORCEABLE

10.1 Event of Default

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

10.2 Discretion

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

10.3 Statutory powers

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

11 ENFORCEMENT OF SECURITY

11.1 General

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

11.2 No liability as mortgagee in possession

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

11.3 Privileges

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

11.4 Protection of third parties

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

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

11.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may:
 - (i) redeem any prior Security against any Security Asset; and/or

- (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargors.
- (b) The Chargors 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.

11.6 Contingencies

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

11.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of a Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) Where any financial collateral is appropriated:
 - (i) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (ii) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

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

11.8 Preservation of Security

(a) Waiver of defences

Neither the Security created by this Deed nor the obligations of any Chargor under this Deed will be affected by an act, omission, matter or thing which, but for this Clause 11.8 (*Preservation of Security*), would reduce, release or prejudice that Security or any of those obligations (whether or not known to it, the Security Agent or any other Secured Party) including:

- (i) any time, waiver or consent granted to, or composition with, any Transaction Obligor, the Chargors, or other person;
- (ii) the release of any Transaction Obligor, the Chargors, or any other person under the terms of any composition or arrangement with any person;
- (iii) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any Transaction Obligor, the Chargors, 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;
- (iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Transaction Obligor, Chargors, or any other person;
- (v) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any 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;
- (vi) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Finance Document or any other document; or
- (vii) any insolvency, liquidation, administration or similar proceedings.

(b) **Chargor intent**

Without prejudice to the generality of paragraph (a) (*Waiver of defences*) above, each Chargor expressly confirms that it intends that the Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (i) acquisitions of any nature;
- (ii) increasing working capital;
- (iii) enabling distributions to be made;
- (iv) carrying out restructurings;
- (v) refinancing existing facilities;
- (vi) refinancing any other indebtedness;
- (vii) making facilities available to new borrowers;

- (viii) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (ix) any fees, costs and expenses associated with any of the foregoing.

(c) **Immediate recourse**

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

(d) **Appropriations**

During the Security Period, each Secured Party may:

- (i) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 14 (*Application of proceeds*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (ii) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of the Secured Liabilities.

(e) **Deferral of Chargor's rights**

During the Security Period, unless the Security Agent directs otherwise, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under this Deed or the enforcement of the Security created by this Deed:

- (i) to receive or claim payment from, or be indemnified by a Transaction Obligor;
- (ii) to claim any contribution from any guarantor of, or party who has granted Security in respect of, any Transaction Obligor's obligations under the Finance Documents;
- (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under any Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- (iv) to exercise any right of set-off against any Transaction Obligor; or
- (v) to claim or prove as a creditor of any Transaction Obligor in competition with any Secured Party.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution on trust for the

Secured Parties and shall promptly pay or transfer the same to the Security Agent as the Security Agent may direct for application in accordance with this Deed and the Facility Agreement.

(f) **Additional Security**

This Deed is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to any Finance Party.

12 RECEIVER

12.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) the Security created by a Chargor under this Deed has become enforceable; or
 - (ii) that Chargor so requests to the Security Agent at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

12.2 Removal

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

12.3 Remuneration

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

12.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the relevant Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The relevant Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

12.5 Relationship with Security Agent

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

13 POWERS OF RECEIVER

13.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 13 (*Powers of Receiver*) in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

13.2 Possession

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

13.3 Carry on business

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

13.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.

- (b) A Receiver may discharge any person appointed by a Chargor.

13.5 Borrow money

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

13.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of a Chargor.

13.7 Leases

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

13.8 Compromise

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

13.9 Legal actions

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

13.10 Receipts

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

13.11 Subsidiaries

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

13.12 Delegation

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

13.13 Lending

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

13.14 Protection of assets

A Receiver may:

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

in each case as he/she thinks fit.

13.15 Other powers

A Receiver may:

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

14 APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and applied in accordance with the Facility Agreement. This Clause 14 (*Application of proceeds*):

- (a) is subject to the payment of any claims having priority over this Security; and
- (b) does not prejudice the right of any Secured Party to recover any shortfall from the Chargors,

and section 109(8) of the Act shall not apply.

15 DELEGATION

15.1 Power of attorney

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

15.2 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 or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

15.3 Liability

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

16 FURTHER ASSURANCES

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

- (i) creating, perfecting or protecting any security over any Security Asset; or
- (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

(b) The action that may be required under paragraph (a) above includes:

- (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
- (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may consider necessary or desirable.

17 POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective Delegates or sub-delegates to be its attorney with the full power and authority of that Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the relevant Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law which it has failed to do. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 17 (*Power of attorney*).

18 ADDITIONAL CHARGORS

- (a) Each Chargor may request that Propco or any other company (the "**New Chargor**") becomes a Chargor.
- (b) The New Chargor shall, with the prior written approval of the Security Agent become a Chargor if:
 - (i) the New Chargor and each Chargor deliver to the Security Agent in form and substance satisfactory to it:
 - (A) a duly completed and executed Security Accession Deed;
 - (B) certified extracts from the minutes of a meeting of their respective boards of directors evidencing the due authorisation and execution of the Security Accession Deed by each of the New Chargor and each Chargor respectively; and
 - (C) any other conditions precedent required by the Finance Documents; and
 - (ii) each Chargor confirms to the Security Agent in writing that no Default is continuing or would occur as a result of the New Chargor becoming a Chargor.
- (c) The New Chargor shall become a Chargor under this Deed with effect from the time when the Security Accession Deed takes effect, at which point:
 - (i) the New Chargor shall become bound by all the terms of this Deed and shall assume the same obligations as "Chargor" as if it were an original Party to this Deed; and
 - (ii) each Original Chargor shall assume the same obligations in respect of the New Chargor as if it were an original Party to this Deed.

19 MISCELLANEOUS

19.1 Continuing security

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

19.2 Tacking

The Security Agent confirms on behalf of the Lenders (without personal liability) that each Lender will perform its obligations under the Facility Agreement (including any obligation to make available further advances).

19.3 New accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with each Borrower.

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

19.4 Time deposits

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

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable,

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

19.5 Payments without deduction

All payments to be made by any Chargor under this Deed shall be calculated and made without (and free and clear from any deduction for) set-off or counterclaim.

19.6 Notice to Chargor

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

20 RELEASE

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

20.2 Following the Borrower Novation and the Property Transfer, on the date on which a Chargor resigns from the Facility Agreement as Obligor in accordance with Clause 27.3 (*Resignation of an Obligor*) of the Facility Agreement, the Finance Parties must, at the request and cost of the Chargors, release that Chargor's Security Assets from the Security created by this Deed.

21 COSTS AND EXPENSES

21.1 Transaction expenses

The Chargors shall promptly on demand pay to the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the negotiation, preparation, printing, execution and perfection of this Deed.

21.2 Amendment costs

If any Chargor requests an amendment, waiver, consent or release of, or in relation to, this Deed, the Chargors shall, within three Business Days of demand, reimburse the Security Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by it in responding to, evaluating, negotiating or complying with that request or requirement.

21.3 Enforcement costs

The Chargors shall, within three Business Days of demand, pay to the Security Agent or any Receiver or Delegate the amount of all costs and expenses (including legal fees) incurred by the Security Agent or any Receiver or Delegate:

- (a) in connection with the enforcement of, or the preservation of any rights under, this Deed or the investigation of any possible Default; or
- (b) arising from any actual or alleged breach by any person of any law or regulation.

21.4 Indemnity for delay

The Chargors must keep each Secured Party indemnified against any failure or delay in paying the costs and expenses described in this Clause 21 (*Costs and expenses*).

22 COUNTERPARTS

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.

23 CONTRACTUAL RECOGNITION OF BAIL-IN

The Parties agree that clause 41 (*Contractual recognition of bail-in*) of the Facility Agreement shall be deemed to be set out in full in this Deed with all references to "any Finance Document" or "the Finance Documents" being replaced with a reference to "this Deed".

24 GOVERNING LAW

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

25 ENFORCEMENT

25.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to decide any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Deed) (a "**Dispute**").

- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to decide Disputes and accordingly no Party will argue to the contrary.

25.2 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales):
 - (i) irrevocably appoints Intertrust (UK) Limited as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
 - (ii) agrees that failure by a process agent to notify the relevant Chargor 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, each Chargor 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.

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

SCHEDULE 1**THE ORIGINAL CHARGORS**

Name of Chargor	Jurisdiction of incorporation	Registered number (or equivalent, if any)
SML Alpha S.à r.l.	Luxembourg	B198310
Triton Court Nominee (Newco) Limited	England and Wales	09595862
Agamemnon S.à r.l.	Luxembourg	B164827
Triton Court GP Limited	England and Wales	07860905
Alphabeta Limited Partnership, acting by its general partner Triton Court GP Limited	England and Wales	N/A

SCHEDULE 2
REAL PROPERTY

Name of Chargor(s)	Description and address	Title Number
Triton Court GP Limited and Triton Court Nominee (Newco) Limited	Triton Court, 14 Finsbury Square, London (EC2A 1BR)	NGL816758

SCHEDULE 3

FORMS OF LETTER FOR OCCUPATIONAL TENANTS

Part 1

Notice to occupational tenant

To: [Occupational tenant]

Copy: Oversea-Chinese Banking Corporation Limited (as Security Agent as defined below)

[Date]

Dear Sirs,

Re: [Property address]

**Security Agreement dated [] between [name of relevant Chargor]
and Oversea-Chinese Banking Corporation Limited (the "Security Agreement")**

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

This letter constitutes notice to you that under the Security Agreement we have assigned (subject to a proviso for re-assignment on redemption) to Oversea-Chinese Banking Corporation Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights under the Lease.

We confirm that:

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

All the rights, powers and discretions will be exercisable by, and all notices must be given to, the Security Agent or as it directs.

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

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

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

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

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

Yours faithfully,

.....

(Authorised signatory)

[name of relevant Chargor]

Part 2

Acknowledgement of occupational tenant

To: Oversea-Chinese Banking Corporation Limited (as Security Agent)

Attention: []

Copy: [name of relevant Chargor]

[Date]

Dear Sirs,

Re: [Property address]

**Security Agreement dated [] between [name of relevant Chargor] and
Oversea-Chinese Banking Corporation Limited (the "Security Agreement")**

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

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received any notice of any prior security over the Lease or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease;
- (c) must pay all rent and all other moneys payable by us under the Lease into the Rent Account (as defined in the Notice); and
- (d) must continue to pay those moneys into the Rent Account (as defined in the Notice) until we receive your written instructions to the contrary.

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

Yours faithfully,

.....

For

[Occupational tenant]

SCHEDULE 4

FORMS OF LETTER FOR ACCOUNT BANK

Part 1

Notice to Account Bank

To: [Account Bank]

Copy: Oversea-Chinese Banking Corporation Limited (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between [name of relevant Chargor]
and Oversea-Chinese Banking Corporation Limited (the "Security Agreement")**

- 1 We refer to the following account[s] (held by us with you):
 - (a) [account name, number and sort code]
 - (b) [account name, number and sort code]as [it][they] may from time to time be re-designated or re-numbered (the "**Controlled Account[s]**").
- 2 [We also refer to [account name, number and sort code] (as such account may from time to time be re-designated or re-numbered) (the "**General Account**"). The General Account and the Controlled Account[s] shall be referred to together as the "**Accounts**".]
- 3 This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of Oversea-Chinese Banking Corporation Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of the Controlled Account[s], and any amount standing to the credit of [any][the] Controlled Account[s].
- 4 [This letter also constitutes notice to you that we have charged by way of floating charge in favour of the Security Agent all our rights in the General Account, and any amount standing to the credit of the General Account.]
- 5 [In respect of [the][any] Controlled Account[s] w][W]e irrevocably instruct and authorise you to:
 - (a) disclose to the Security Agent any information relating to [any][the] Controlled Account[s] requested from you by the Security Agent;
 - (b) comply with the terms of any written notice or instruction relating to [any][the] Controlled Account[s] received by you from the Security Agent;
 - (c) hold all sums standing to the credit of [any][the] Controlled Account[s] to the order of the Security Agent; and

- (d) pay or release any sum standing to the credit of [any][the] Controlled Account[s] in accordance with the instructions of the Security Agent.

We are not permitted to withdraw any amount from [a][the] Controlled Account[s] without the prior written consent of the Security Agent.

- 6 [In respect of the General Account we are permitted to withdraw any amount from the General Account for any purpose unless and until you receive a notice from the Security Agent stating that we are no longer permitted to withdraw any amount from the General Account without its consent. If and from the date on which you receive such a notice:

- (a) we will not be permitted to withdraw any amount from the General Account without the prior written consent of the Security Agent; and

- (b) we irrevocably authorise and instruct you to:

- (i) comply with the terms of any written notice or instruction relating to the General Account received by you from the Security Agent;
 - (ii) hold all sums standing to the credit of the General Account to the order of the Security Agent; and
 - (iii) pay or release any sum standing to the credit of the General Account in accordance with the instructions of the Security Agent.]

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

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

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

- 10 Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [address] marked for the attention of [] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[name of relevant Chargor]

Part 2

Acknowledgement of Account Bank

To: Oversea-Chinese Banking Corporation Limited (as Security Agent)

Attn: []

Copy: [name of relevant Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between [name of relevant Chargor] and
Oversea-Chinese Banking Corporation Limited (the "Security Agreement")**

We confirm receipt from [name of relevant Chargor] (the "**Chargor**") of a notice dated [] (the "**Notice**") of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's [Controlled] Accounts with us (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, any [Controlled] Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any [Controlled] Account; [and]
- (d) will not permit any amount to be withdrawn from any [Controlled] Account [other than the General Account (as defined in the Notice)] without your prior written consent[; and]
- (e) will comply with any notice we may receive from the Security Agent in respect of the General Account].

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

Yours faithfully,

.....

(Authorised signatory)

[Account Bank]

Part 3

Notice to Account Bank which holds General Account

To: [Account Bank]

Attn: []

Copy: Oversea-Chinese Banking Corporation Limited (as Security Agent as defined below)

[Date]

Dear Sirs,

Security Agreement dated [] between [name of relevant Chargor] and Oversea-Chinese Banking Corporation Limited (the "Security Agreement")

- 1 We refer to the following account (held by us with you):

[account name, number and sort code of the General Account],

as it may from time to time be re-designated or re-numbered (the "General Account").
- 2 This letter constitutes notice to you that under the Security Agreement we have charged (by way of floating charge) in favour of Oversea-Chinese Banking Corporation Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of the General Account, and any amount standing to the credit of the General Account.
- 3 In respect of the General Account we are permitted to withdraw any amount from the General Account for any purpose unless and until you receive a notice from the Security Agent stating that we are no longer permitted to withdraw any amount from the General Account without its consent. If and from the date on which you receive such a notice:
 - (a) we will not be permitted to withdraw any amount from the General Account without the prior written consent of the Security Agent; and
 - (b) we irrevocably authorise and instruct you to:
 - (i) comply with the terms of any written notice or instruction relating to the General Account received by you from the Security Agent;
 - (ii) hold all sums standing to the credit of the General Account to the order of the Security Agent; and
 - (iii) pay or release any sum standing to the credit of the General Account in accordance with the instructions of the Security Agent.
- 4 We acknowledge that you may comply with the instructions in this letter without any further permission from us.
- 5 The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

- 6 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 7 Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [address] marked for the attention of [] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[name of relevant Chargor]

Part 4

Acknowledgement of Account Bank which holds General Account

To: Oversea-Chinese Banking Corporation Limited (as Security Agent)

Copy: [name of relevant Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between [name of relevant Chargor] and
Oversea-Chinese Banking Corporation Limited (the "Security Agreement")**

We confirm receipt from [name of relevant Chargor] (the "**Chargor**") of a notice dated [] (the "**Notice**") of a charge upon the terms of the Security Agreement over all the rights of the Chargor to the General Account (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, the General Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the General Account; and
- (d) will comply with any notice we may receive from the Security Agent in respect of the General Account.

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

Yours faithfully,

.....

(Authorised signatory)

[Account Bank]

SCHEDULE 5

FORMS OF LETTER FOR HEDGE COUNTERPARTY

Part 1

Notice to Hedge Counterparty

To: [Hedge Counterparty]

Copy: Oversea-Chinese Banking Corporation Limited (as Security Agent as defined below)

[Date]

Dear Sirs,

Security Agreement dated [] between [name of relevant Chargor] and Oversea-Chinese Banking Corporation Limited (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we assigned absolutely, subject to a proviso for re-assignment on redemption, to Oversea-Chinese Banking Corporation Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") our right to receive all moneys payable under any hedging agreements between you and us (the "**Hedging Agreements**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to the Hedging Agreements which the Security Agent may request from you; and
- (b) pay any sum payable by you under the Hedging Agreements to our account with Oversea-Chinese Banking Corporation Limited at [], account number [], sort code [].

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

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

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

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

Yours faithfully,

.....

(Authorised signatory)

[name of relevant Chargor]

Part 2

Acknowledgement of Hedge Counterparty

To: Oversea-Chinese Banking Corporation Limited (as Security Agent)

Attn: []

Copy: [name of relevant Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between [name of relevant Chargor] and
Oversea-Chinese Banking Corporation Limited (the "Security Agreement")**

We confirm receipt from [name of relevant Chargor] (the "**Chargor**") of a notice dated [] (the "**Notice**") of an assignment upon the terms of the Security Agreement of the Chargor's right to receive all moneys payable under the Hedging Agreements (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, the Hedging Agreements;
- (c) must pay any amount payable by us under the Hedging Agreements to the Chargor's account with you at [], Sort Code [], Account No. []; and
- (d) must accept your instructions in relation to the Chargor's rights under the Hedging Agreements.

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

Yours faithfully,

.....

(Authorised signatory)

[Hedge Counterparty]

SCHEDULE 6

FORMS OF LETTER FOR INSURERS

Part 1

Notice to insurer

To: [Insurer]

Copy: Oversea-Chinese Banking Corporation Limited (as Security Agent as defined below)

[Date]

Dear Sirs,

Security Agreement dated [] between [name of relevant Chargor] and Oversea-Chinese Banking Corporation Limited (the "Security Agreement")

- 1 This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (by way of security), subject to a proviso for re-assignment on redemption, to Oversea-Chinese Banking Corporation Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of [insert details of contract of insurance] and any other present or future contract or policy of insurance in relation to [insert relevant details] to which we are a party or in which we have an interest (the "**Insurance**").
- 2 We confirm that:
 - (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
 - (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).
- 3 We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance), unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance).
- 4 We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Insurance requested from you by the Security Agent.
- 5 The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

7 Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] marked for the attention of [] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[name of relevant Chargor]

Part 2

Acknowledgement of insurer

To: Oversea-Chinese Banking Corporation Limited (as Security Agent)

Attn: []

Copy: [name of relevant Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between [name of relevant Chargor] and
Oversea-Chinese Banking Corporation Limited (the "Security Agreement")**

We confirm receipt from [name of relevant Chargor] (the "**Chargor**") of a notice dated [] (the "**Notice**") of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract of insurance] (the "**Insurance**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
and
- (b) will give notices and make payments under the Insurance as directed in the Notice.

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

Yours faithfully,

.....

(Authorised signatory)

[Insurer]

SCHEDULE 7

FORMS OF LETTER FOR OTHER CONTRACTS

Part 1

Notice to counterparty

To: [Contract counterparty]

Copy: Oversea-Chinese Banking Corporation Limited (as Security Agent as defined below)

[Date]

Dear Sirs,

Security Agreement dated [] between [name of relevant Chargor] and Oversea-Chinese Banking Corporation Limited (the "Security Agreement")

- 1 This letter constitutes notice to you that under the Security Agreement we have [assigned by way of security, subject to a proviso for re-assignment on redemption,]/[charged by way of a first fixed charge]¹ to Oversea-Chinese Banking Corporation Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of [insert details of contract] (the "**Contract**").
- 2 We confirm that:
 - (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
 - (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.
- 3 We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs.

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

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

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

¹ Delete as applicable.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] marked for the attention of [] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[name of relevant Chargor]

Part 2

Acknowledgement of counterparty

To: Oversea-Chinese Banking Corporation Limited (as Security Agent)

Attn: []

Copy: [name of relevant Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between [name of relevant Chargor] and
Oversea-Chinese Banking Corporation Limited (the "Security Agreement")**

We confirm receipt from [name of relevant Chargor] (the "**Chargor**") of a notice dated [] (the "**Notice**") of [an assignment]/[fixed charge]² on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract] (the "**Contract**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
and
- (b) will give notices and make payments under the Contract as directed in the Notice.

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

Yours faithfully,

.....

(Authorised signatory)

[Contract counterparty]

² Delete as applicable.

SCHEDULE 8
FORM OF SECURITY ACCESSION DEED

Security Accession Deed

Dated []

Between

- (1) [NEW CHARGOR] (Registered number []) (the "**New Chargor**");
- (2) [The companies listed in Schedule 1 (the "**Original Chargors**"); and
- (3) [SECURITY AGENT] (Registered number [] of []) (the "**Security Agent**") as security trustee for the Secured Parties (as defined in the Facility Agreement defined below).

Recitals

This deed is supplemental to a security agreement dated [] between the Original Chargors and the Security Agent (as supplemented and amended from time to time, the "**Security Agreement**").

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Security Agreement shall have the same meanings in this Deed.

1.2 Construction

The principles of construction set out in clause 1.2 (*Construction*) of the Security Agreement shall apply to this Deed, insofar as they are relevant to it, as they apply to the Security Agreement.

2 Accession of New Chargor

The New Chargor agrees to be a Chargor for the purposes of the Security Agreement with immediate effect and agrees to be bound by all of the terms of the Security Agreement as if it had originally been a party to it as a Chargor.

3 Creation of Security

The New Chargor mortgages, charges and assigns to the Security Agent all its business, undertaking and assets on the terms of clause 2 (*Creation of Security*) of the Security Agreement provided that:

- (a) the Mortgaged Property charged by way of legal mortgage shall be the land referred to in Schedule 2 (*Mortgaged Property*);
- (b) the Controlled Accounts charged by way of fixed charge shall include those set out in Schedule 3 (*Controlled Accounts*); [and]

- (c) [the Relevant Contracts assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Relevant Contracts set out in Schedule 4 (*Relevant Contracts*)][]; and
- (d) [the Construction Documents charged by way of fixed charge shall include those set out in Schedule 5 (Construction Documents).]

4 Consent of Original Chargors

Each Original Chargor agrees to the terms of this Deed and agrees that its execution will in no way prejudice or affect the Security granted by it under (and covenants given by it in) the Security Agreement.

5 Power of attorney

The New Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective Delegates or sub-delegates to be its attorney with the full power and authority of the New Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the New Chargor under or pursuant to this Deed or the Security Agreement or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or the Security Agreement or by law that it has failed to do. The New Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 5 (*Power of attorney*).

6 Notices

The New Chargor confirms that its address details for notices in relation to clause 22 (*Notices*) of the Security Agreement are as follows:

Address: []

Attention: []

Fax: []

7 Finance Document

This Deed is a Finance Document.

8 Governing law

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

9 Enforcement

9.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to decide any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or the consequences of its nullity [or any non-contractual obligations arising out of or in connection with this Deed]) (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to decide Disputes and accordingly no Party will argue to the contrary.

9.2 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, the New Chargor:
 - (i) irrevocably appoints [] as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
 - (ii) agrees that failure by a process agent to notify the New Chargor 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 New Chargor must immediately (and in any event within [] 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.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

SCHEDULE 1 THE ORIGINAL CHARGORS

SCHEDULE 2 MORTGAGED PROPERTY

SCHEDULE 3 CONTROLLED ACCOUNTS

SCHEDULE 4 RELEVANT CONTRACTS

SCHEDULE 5 CONSTRUCTION DOCUMENTS

[Insert correct execution block for each party to Security Accession Deed]

Signatories

The Original Chargors

SML Alpha S.à r.l.

Executed as a **deed** on behalf of **SML Alpha S.à r.l.**, a company incorporated in Luxembourg, with registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg by Robin Ng Cheng Jiet, being a person who, in accordance with the laws of that territory, is acting under the authority of the company

Signature in the name of the company **SML Alpha S.à r.l.**

signature

Robin Ng Cheng Jiet

print name

Address: 6 rue Eugène Ruppert, L-2453 Luxembourg

Fax: N/A

Email: LU-Sinarmas@intertrustgroup.com / jeromec@sinarmasland.com.sg

Attention: Board of Managers

Triton Court Nominee (Newco) Limited

Executed as a deed by **Triton Court Nominee (Newco) Limited** acting by a director in the presence of:

signature

Director

Signature
of witness

Robin Ng Cheng Jiet

print name

Name

Jerome Chee

print name of witness

Address

Address: 1 Bartholomew Lane, London EC2N 2AX

Fax: N/A

Email: UK-ProcessAgent@intertrustgroup.com

Attention: Wenda Adriaanse

Agamemnon S.à r.l.

Executed as a **deed** on behalf of **Agamemnon S.à r.l.**, a company incorporated in Luxembourg, with registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, by Robin Ng Cheng Jiet, being a person who, in accordance with the laws of that territory, is acting under the authority of the company

Signature in the name of the company **Agamemnon S.à r.l.**



signature

Robin Ng Cheng Jiet

print name

Address: 6 rue Eugène Ruppert, L-2453 Luxembourg

Fax: N/A

Email: LU-Sinarmas@intertrustgroup.com / jeromec@sinarmasland.com.sg

Attention: Board of Managers

Triton Court GP Limited

Executed as a deed by Triton Court GP Limited acting by a director in the presence of:

signature

Director

Signature
of witness

Robin Ng Cheng Jiet

print name

Name

Jerome Chee

print name of witness

Address

Address: 1 Bartholomew Lane, London EC2N 2AX

Fax: N/A

Email: UK-ProcessAgent@intertrustgroup.com

Attention: Wenda Adriaanse

Alphabeta Limited Partnership

Executed as a deed by Alphabeta Limited Partnership acting by its general partner Triton Court GP Limited acting by a director in the presence of:


signature _____ Director

Robin Ng Cheng Jiet
print name

Signature
of witness



Name Jerome Chee
print name of witness

Address



Address: 1 Bartholomew Lane, London EC2N 2AX

Fax: N/A

Email: UK-ProcessAgent@intertrustgroup.com

Attention: Wenda Adriaanse

The Security Agent

Signed by **Nicholas Edwards** for **Oversea-Chinese Banking Corporation Limited**
pursuant to a power of attorney dated 15
March 2021


Attorney for ~~Oversea-Chinese Banking~~
Corporation Limited

Address: Oversea-Chinese Banking Corporation Limited
The Rex Building, 3rd Floor
62 Queen Street,
London, EC4R 1EB
Name: Janet Card
Email: JanetCard@ocbc.com
Fax: 020 7248 1109