



Registration of a Charge

Company Name: **GS ALDGATE NOMINEE LIMITED**

Company Number: **10443252**



Received for filing in Electronic Format on the: **10/11/2022**

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Details of Charge

Date of creation: **09/11/2022**

Charge code: **1044 3252 0004**

Persons entitled: **NATIONAL BANK OF KUWAIT (INTERNATIONAL) PLC AS SECURITY AGENT**

Brief description: **CHARGOR: GS ALDGATE GENERAL PARTNER LIMITED AND GS ALDGATE NOMINEE LIMITED FOR AND ON BEHALF OF GS ALDGATE LIMITED PARTNERSHIP PROPERTY: APARTMENTS 205, 206, 409, 709, 1304, 1305, 1307, 1405, 1407, 1501, 1507, 1601, 1607, 1801, 1807, 1906, 1907, 2003, 2004, 2006, 2007, 2106, 2107, 2201, 2202, 2207, 2302, 2304 WIVERTON TOWER, 4 NEW DRUM STREET, LONDON (E1 7AS) TITLE NUMBER: AGL401619 FOR MORE DETAILS OF LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY CHARGED PLEASE REFER TO SCHEDULE 2 OF THE CHARGING INSTRUMENT – SECURITY AGREEMENT DATED 9 NOVEMBER 2022.**

Contains fixed charge(s).

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

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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: **WATSON FARLEY & WILLIAMS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10443252

Charge code: 1044 3252 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th November 2022 and created by GS ALDGATE NOMINEE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th November 2022 .

Given at Companies House, Cardiff on 14th November 2022

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



Companies House



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

Dated 9 November 2022

THE ENTITIES LISTED IN SCHEDULE 1
as Chargors

NATIONAL BANK OF KUWAIT (INTERNATIONAL) PLC
as Security Agent

SECURITY AGREEMENT

relating to
apartments at Aldgate Place, London E1, Fulham Wharf, London SW6 and Nine Elms, London SW8

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THIS DEED is made on 9 November 2022

PARTIES

- (1) **THE ENTITIES LISTED IN SCHEDULE 1** (The Chargors), as chargors (the "**Chargors**")
- (2) **NATIONAL BANK OF KUWAIT (INTERNATIONAL) PLC** as security trustee for the Secured Parties (as defined in the Facility Agreement defined below), (the "**Security Agent**")

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.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"2017 Security Agreement" means the security agreement dated 15 December 2017 between certain of the Chargors and the Security Agent.

"Act" means the Law of Property Act 1925.

"Facility Agreement" means the facility agreement dated 15 December 2017 as amended and restated on 19 November 2021 and amended and restated on or about the date of this Deed between (among others) each Chargor and the Security Agent relating to the refinancing of the acquisition of apartments at Aldgate Place, London E1, Fulham Wharf, London SW6 and Nine Elms, London SW8.

"Investments" means:

- (a) all shares in any company (other than itself) owned by each 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 each Chargor or held by any nominee or trustee on its behalf.

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

"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 agreement relating to the purchase of a Property by a Chargor; or
- (c) any agreement or instrument listed in Part C of Schedule 2 (*Security Assets*).

"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 Asset" means any asset of a 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.

"Unblocked Account" means each bank account identified as a General Account, Rent Account, Operating Expenses Account or Security Deposit Account in Part C of Schedule 2 (*Security Assets*).

1.2 Construction

- (a) Terms defined in the Facility Agreement have the same meaning in this Deed unless given a different meaning in this Deed.
- (b) The provisions of clause 1.2 (Construction) 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) 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;
 - (iii) any **"share", "stock", "debenture", "bond" or "other security"** or **"investment"** includes:
 - (A) any dividend, interest or other distribution paid or payable;
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

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

- (iv) the term "**this Security**" means any Security created by this Deed.
- (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) No Security created pursuant to this Deed is intended to catch or secure any assets situated in Jersey.

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 or vary this Deed at any time.
- (c) Any Receiver 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 Jersey Terms

The provisions of clause 1.2(b) (*Construction*) of the Facility Agreement shall apply to this Deed as though they were set out in full in this Deed except that references to Finance Documents, will be construed as references to this Deed.

1.5 Limited recourse

The provisions of clause 1.5 (*Limited Recourse*) of the Facility Deed shall apply to this Agreement as though they were set out in full in this Deed except that references to Finance Documents, will be construed as references to 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 each Chargor;
 - (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)
 - (i) If the rights of a Chargor under any agreement or instrument which is to be assigned by way of Security pursuant to this Deed cannot be assigned or secured without the consent of a party to that agreement:-
 - (A) that Chargor must notify the Security Agent promptly;
 - (B) this Security will constitute security over all proceeds and other amounts which that Chargor may receive, or has received, under the relevant agreement or instrument but will exclude that Chargor's other rights under that agreement or instrument ; and
 - (C) unless the Security Agent otherwise requires, that Chargor must use its reasonable endeavours to obtain the required consent or satisfy the relevant condition.
 - (ii) If the relevant Chargor obtains the required consent or satisfies the relevant condition:
 - (A) that Chargor must notify the Security Agent promptly; and
 - (B) all of that Chargor's rights under that agreement or instrument will immediately be secured in accordance with Clause 2.10 (*Other Contracts*).
- (d) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.
- (e) To the extent that a Chargor is a party to the 2017 Security Agreement and has created Security over any right or asset under the 2017 Security Agreement, this Security will in relation to any Security over the same right or asset, for so long as the 2017 Security Agreement remains in force, be subject to the 2017 Security Agreement.

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) specified in Part A (*Real Property*) of Schedule 1 (*Security Assets*); 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 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 in which that Chargor has an interest; and
 - (ii) the benefit of any covenants for title in which that Chargor has an interest given or entered into by any predecessor in title of that Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

Each Chargor and all shares in any company other than itself amended by it or held by any nominee or trustee on its behalf:

- (a) mortgages by way of a first legal mortgage all shares in any company (other than itself) 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 Partnership Interests

- (a) Each Chargor assigns absolutely subject to a proviso for re-assignment on redemption its partnership interests, its rights in respect of the Partnership Agreements and each and every claim and judgement arising therefrom.
- (b) To the extent that they have not been effectively assigned under paragraph (a) above charged by way of a first fixed charge its partnership interests.

2.5 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 that Chargor and its interest in any plant or machinery in its possession.

2.6 Credit Balances

- (a) Each Chargor charges by way of a first fixed charge all of its rights in respect of each Account listed in Part B of Schedule 2 (*Security Assets*) other than an Unblocked Account, any amount standing to the credit of each Account listed in Part B of Schedule 2 (*Security Assets*) other than an Unblocked Account and the debt represented by it.

- (b) Each Chargor charges by way of first floating charge all its rights in respect of any Unblocked Account, any amount standing to the credit of any Unblocked Account and the debt represented by it.
- (c) Each Chargor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in paragraphs (a) and (b) above, any amount standing to the credit of any such account and the debt represented by it.

2.7 Book Debts etc.

Each Chargor charges by way of a first fixed charge:

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

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

2.10 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;
 - (B) in respect of all Rental Income;
 - (C) under any guarantee of Rental Income contained in or relating to any Lease Document;
 - (D) under each Relevant Contract; and
 - (E) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and

- (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 except to the extent that it is subject to any fixed security created under any other term of this Clause 2.
- (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.

2.11 Miscellaneous

Each Chargor charges by way of first fixed charge:

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

2.12 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.
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by this Clause 2.12 into a fixed charge as regards any of that Chargor's assets specified in that notice if:
 - (i) an Event of Default is continuing; or
 - (ii) the Security Agent (acting reasonably) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) Subject to paragraph (d) below, the floating charge created by this Clause 2.12 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 this Clause 2.12 will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of a

Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.

- (f) The floating charge created by this Clause 2.12 is a "**qualifying floating charge**" for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

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.

4 LAND

4.1 Notices to Tenants

- (a) Each Chargor that is a party to a Lease Document (other than a Lease which is an assured shorthold tenancy agreement and substantially in form of the AST Template) must:
- (i) serve a notice of assignment, substantially in the form of Part D of Schedule 3 (*Forms of Letter for Occupational Tenants*), on each tenant of the Mortgaged Property, such notice to be served:
 - (A) subject to the notice provisions set out in paragraph (c) of this Clause, on the date of this Deed for all tenants in place on that date; and
 - (B) for any new tenant, promptly upon such tenant entering into a Lease Document; and
 - (ii) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part E of Schedule 3 (*Forms of Letter for Occupational Tenants*).
- (b) Each Chargor that is a party to a Lease Document which is an assured shorthold tenancy agreement and substantially in form of the AST Template must serve a notice of assignment, substantially in the form of Part D of Schedule 3 (*Forms of Letter for Occupational Tenants*), on each tenant of the Mortgaged Property, such notice to be served promptly at the request of the Security Agent following the occurrence of an Event of Default which is continuing for all tenants in place on that date.
- (c) This Deed constitutes notice in writing to a Chargor of this Security relating to a Lease Document entered into by that Chargor with another Chargor and acknowledgement of the same.

4.2 Acquisitions

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

- (a) promptly (and in any event within 3 Business Days) notify the Security Agent;
- (b) promptly (and in any event within 3 Business Days) on written request by the Security Agent and at the cost of the 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 (acting reasonably and provided that it shall not be more onerous than this Deed); and
- (c)
 - (i) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the 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 the Land Registry.

4.3 Land Registry

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

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

4.4 Deposit of Title Deeds

Each Chargor must promptly (and in any event within three Business Days):

- (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**");
- (b) procure that the Title Documents are held at the applicable Land Registry to the order of the Security Agent; or
- (c) procure that the Title Documents are held to the order of the Security Agent by a firm of solicitors approved by the Security Agent (acting reasonably) for that purpose.

5 INVESTMENTS

5.1 Deposit

Each Chargor must promptly (and in any event within three Business Days):

- (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.

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 any 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 such Chargor. The relevant Chargor must promptly (and in any event within three Business Days) on written request reimburse the Security Agent for any payment made by the Security Agent under this Clause 5.2 .

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 material conditions and material 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 a 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) Before this Security becomes enforceable:
 - (i) the voting rights, powers and other rights in respect of its Investments may be exercised by the Chargor which owns the Investment; 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 relevant 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 a Chargor.
- (c) Subject to paragraph (d) below, after this Security has become enforceable, the Security Agent may exercise (in the name of a Chargor and without any further consent or authority on the part of the 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.
- (d) The Security Agent shall not be entitled to exercise any voting rights or any other powers or rights under paragraph (c) above if and to the extent that:
 - (i) a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the "**NSI Act**") and any regulations made under the NSI Act; and
 - (ii) either:
 - (A) the Secretary of State has not approved that notifiable acquisition in accordance with the NSI Act; or
 - (B) the Secretary of State has approved that notifiable acquisition in accordance with the NSI Act but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSI Act.

6 PARTNERSHIP INTERESTS

6.1 Deposit

Each Chargor must promptly (and in any event within three Business Days) deposit with the Security Agent, or as the Security Agent may direct, a certified copy of all partnership agreements relating to the Aldgate Limited Partnership, the Fulham Limited Partnership and the Nine Elms Limited Partnership and of all amendments, restatements, or variations to such partnership agreements and any deed of adherence executed in respect of any of them.

6.2 Other obligations in respect of the Partnership Interests

- (a) Each Chargor shall remain liable to perform all of its obligations (if any) under the Partnership Agreements and as a partner (if applicable) in each of Fulham Limited Partnership, Aldgate Limited Partnership and the Nine Elms Limited Partnership no Secured Party shall assume any obligation to perform any obligations under the Partnership Agreement by virtue of this Deed.
- (b) Notwithstanding the other terms of this Clause 6.2 prior to the occurrence of an Event of Default which is continuing, each Chargor may, subject to the terms of this Deed, continue to exercise all and any of its rights (if any) under and in connection with the Partnership Agreement and as a partner (if applicable) in each of Fulham Limited Partnership, Aldgate Limited Partnership and Nine Elms Limited Partnership provided always that the exercise of those rights in the manner proposed would not result in any Default under the terms of the Finance Documents.

- (c) No provision of this Deed shall operate to constitute any Secured Party as a partner in each of Fulham Limited Partnership, Aldgate Limited Partnership or Nine Elms Limited Partnership,

7 ACCOUNTS

7.1 General

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

7.2 Book Debts and Receipts

- (a) Each Chargor must get in and realise its:
- (i) Rental Income and other amounts due from tenants or any other occupiers of the Mortgaged Property in accordance with the relevant provisions of the Facility Agreement; and
 - (ii) book and other debts and other moneys due and owing to it,
- in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account if required in accordance with paragraph (b) below) on trust for the Security Agent.
- (b) Each Chargor must, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into an Account in accordance with the Facility Agreement.

7.3 Notices of Charge

- (a) Each Chargor must:
- (i) promptly and in any event within five Business Days from the date of this Deed or, if later, the date that a bank becomes an Account Bank (as appropriate) serve a notice of charge, substantially in the form of Part A of Schedule 4 (*Forms of Letter for Account Bank*), on each Account Bank; and
 - (ii) use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part B of Schedule 4 (*Forms of Letter for Account Bank*).
- (b) To the extent the Security Agent is the same entity as the Account Bank in respect of any Account it acknowledges that this Deed constituted notice pursuant to Clause 7.3(a)(ii) and hereby acknowledges such notice.

8 HEDGING

The Chargor must:

- (a) promptly and in any event within five Business Days from the date of this Deed, or if later, the date that a person becomes a counterparty to a Hedging Agreement (as appropriate) serve a notice of assignment, substantially in the form of Part A of Schedule 5 (*Forms of Letter for Hedge Counterparty*), on each counterparty to a Hedging Agreement; and

- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part B of Schedule 5 (*Forms of Letter for Hedge Counterparty*).

9 INSURANCES

Each Chargor must:

- (a) promptly and in any event within five Business Days from the date of this Deed or, if later, the date that a person becomes a counterparty to a policy of insurance assigned pursuant to Clause 2.8 (as appropriate) serve a notice of assignment, substantially in the form of Part A of Schedule 6 (*Forms of Letter for Insurers*), on each counterparty to an Insurance; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part B of Schedule 6 (*Forms of Letter for Insurers*).

10 OTHER CONTRACTS

Save in respect of the Lease Documents, each Chargor must, at the request of the Security Agent:

- (a) promptly and in any event within five Business Days of such request serve a notice of assignment or charge (as applicable), serve a notice of assignment or charge (as applicable), substantially in the form of Part A of Schedule 7 (*Forms of Letter for Other Contracts*), on each counterparty to a contract listed in Clause 2.10 (*Other Contracts*); and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part B of Schedule 7 (*Forms of Letter for Other Contracts*).

11 WHEN SECURITY BECOMES ENFORCEABLE

11.1 Event of Default

This Security will become immediately enforceable if an Event of Default occurs and is continuing and the Agent gives notice in accordance with clause 24.18 (Acceleration) of the Facility Agreement.

11.2 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.

11.3 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.

12 ENFORCEMENT OF SECURITY

12.1 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, whilst the Security is enforceable, 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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 relevant Chargor.
- (b) Each Chargor must pay to the Security Agent, within 3 Business Days of written 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.

12.6 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 an interest-bearing suspense account or other account selected by it provided that if at any time the Secured Parties have, between them, in the reasonable opinion of the Security Agent, been irrevocably paid amounts sufficient to discharge all Secured Liabilities, the Security Agent must promptly apply such amounts in full and final discharge of the Secured Liabilities.

12.7 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.

13 RECEIVER

13.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) a Chargor so requests 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.

13.2 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.

13.3 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.

13.4 Agent of the Chargors

- (a) A Receiver will be deemed to be the agent of a 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 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 the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

13.5 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.

14 POWERS OF RECEIVER

14.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 14 in addition to those conferred on it by any law. This includes:
 - (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.

14.2 Possession

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

14.3 Carry on Business

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

14.4 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.

14.5 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.

14.6 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.

14.7 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).

14.8 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.

14.9 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.

14.10 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.

14.11 Subsidiaries

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

14.12 Delegation

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

14.13 Lending

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

14.14 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.

14.15 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.

15 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 15:

- (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.

16 EXPENSES AND INDEMNITY

Each Chargor must:

- (a) promptly on demand pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed including any arising from any actual breach by any person of any law or regulation; and
- (b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

17 DELEGATION**17.1 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.

17.2 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.

17.3 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.

18 FURTHER ASSURANCES

- (a) Each Chargor must promptly, at its own expense, take whatever action the Security Agent or a Receiver may require (acting reasonably) for:
 - (i) creating, perfecting or protecting any security over any Security Asset; or
 - (ii) after this Security has become enforceable, take whatever action the Security Agent or a Receiver may require for 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.

19 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 the relevant 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 a Chargor is obliged to do under the terms of this Deed but which it has failed to do or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 19.

20 MISCELLANEOUS**20.1 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.

20.2 Tacking

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

20.3 New Accounts

- (a) If any subsequent charge or other interest not expressly permitted by the Facility Agreement affects any Security Asset, a Secured Party may open a new account with each Chargor.
- (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 will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

20.4 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 a 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.

20.5 Notice to Chargor

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

21 RELEASE

At the end of the Security Period, or as otherwise expressly set out in the Facility Agreement, the Finance Parties must, at the request and cost of each Chargor, take whatever action is necessary to release its Security Assets from this Security and procure the reassignment to the Chargors of any Security Asset assigned to the Security Agent pursuant to this Deed.

22 GOVERNING LAW

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

23 NO IMMUNITY

Each Chargor waives generally all immunity it or its assets or revenues may otherwise have in any jurisdiction, including immunity in respect of (a) the giving of any relief by way of injunction or order for specific performance or for the recovery of assets or revenues and (b) the issue of any process against his assets or revenues for the enforcement of a judgment or, in an action in rem, for the arrest, detention or sale of any of your assets and revenues. Each Chargor agrees that in any proceedings in England this waiver shall have the fullest scope permitted by the English State Immunity Act 1978 and that this waiver is intended to be irrevocable for the purposes of the English State Immunity Act 1978.

Each Chargor expressly agrees and consents to the provisions of this Clause 24 (No immunity) and Clause 23 (Governing Law).

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

SCHEDULE 1**THE CHARGORS**

Name of Chargor	Registration number (or equivalent, if any)
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust	a company incorporated in Jersey with registered number 122346
GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	a company incorporated in Jersey with registered number 122347
GS Aldgate General Partner Limited	a company incorporated in England and Wales with registered number 10443082
GS Aldgate Limited Partnership, acting by its general partner GS Aldgate General Partner Limited	a limited partnership incorporated in England and Wales with registered number LP017664
GS Aldgate Nominee Limited	a company incorporated in England and Wales with registered number 10443252
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust	a company incorporated in Jersey with registered number 122348
GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	a company incorporated in Jersey with registered number 122349
GS Fulham General Partner Limited	a company incorporated in England and Wales with registered number 10443081
GS Fulham Limited Partnership, acting by its general partner GS Fulham General Partner Limited	a limited partnership incorporated in England and Wales with registered number LP017665
GS Fulham Nominee Limited	a company incorporated in England and Wales with registered number 10443170
GS NE Trustee 1 Limited as trustee of GS Nine Elms Sub Unit Trust	a company incorporated in Jersey with registered number 122344
GS NE Trustee 2 Limited as trustee of GS Nine Elms Sub Unit Trust	a company incorporated in Jersey with registered number 122345
GS NE General Partner Limited	a company incorporated in England and Wales with registered number 10443012
GS NE Limited Partnership, acting by its general partner GS NE General Partner Limited	a limited partnership incorporated in England and Wales with registered number LP017666
GS NE Nominee Limited	a company incorporated in England and Wales with registered number 10442171

SCHEDULE 2**SECURITY ASSETS****PART A****REAL PROPERTY**

Chargor	Property	Title number
GS Aldgate General Partner Limited and GS Aldgate Nominee Limited for and on behalf of GS Aldgate Limited Partnership	Apartments 205, 206, 409, 709, 1304, 1305, 1307, 1405, 1407, 1501, 1507, 1601, 1607, 1801, 1807, 1906, 1907, 2003, 2004, 2006, 2007, 2106, 2107, 2201, 2202, 2207, 2302, 2304 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401619
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 205 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401092
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 206 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401094
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 409 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401098
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 709 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401100
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 1303 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401104

Chargor	Property	Title number
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 1305 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401105
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 1307 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401109
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 1407 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401117
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 1501 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401125
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 1507 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401126
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 1601 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401130
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 1607 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401132

Chargor	Property	Title number
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 1801 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401135
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 1807 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401136
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 1906 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401138
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 1907 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401141
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 2003 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401144
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 2004 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401149
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 2006 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401151

Chargor	Property	Title number
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 2007 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401153
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 2106 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401156
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 2107 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401158
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 2201 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401159
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 2202 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401161
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 2207 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401163
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 2302 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401167

Chargor	Property	Title number
GS Aldgate Trustee 1 Limited and GS Aldgate Trustee 2 Limited as trustees for and on behalf of GS Aldgate Sub Unit Trust	Apartment 2304 Wiverton Tower, 4 New Drum Street, London (E1 7AS)	AGL401168
GS Fulham General Partner Limited and GS Fulham Nominee Limited for and on behalf of GS Fulham Limited Partnership	<p>Apartment 1 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)Apartment 13 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)</p> <p>Apartment 2 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)</p> <p>Apartment 3 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)</p> <p>Apartment 4 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)</p> <p>Apartment 10 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)</p> <p>Apartment 9 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)</p> <p>Apartment 6 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)</p> <p>Apartment 7 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)</p> <p>Apartment 8 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)</p> <p>Apartment 1 Westbourne Apartments, 5 Central Avenue, London (SW6 2GP)</p> <p>Apartment 2 Westbourne Apartments, 5 Central Avenue, London (SW6 2GP)</p> <p>Apartment 3 Westbourne Apartments, 5 Central Avenue, London (SW6 2GP)</p> <p>Apartment 8 Westbourne Apartments, 5 Central Avenue, London (SW6 2GP)</p>	BGL129535

Chargor	Property	Title number
	<p>Apartment 21 Westbourne Apartments, 5 Central Avenue, London (SW6 2GP)</p> <p>Apartment 22 Westbourne Apartments, 5 Central Avenue, London (SW6 2GP)</p> <p>Apartment 35 Westbourne Apartments, 5 Central Avenue, London (SW6 2GP)</p> <p>Apartment 49 Westbourne Apartments, 5 Central Avenue, London (SW6 2GP)</p> <p>Apartment 64 Westbourne Apartments, 5 Central Avenue, London (SW6 2GP)</p> <p>Apartment 1 Central Avenue, London (SW6 2QE)</p> <p>Apartment 3 Central Avenue, London (SW6 2QE)</p> <p>Apartment 6 Central Avenue, London (SW6 2QE)</p> <p>Apartment 17 Central Avenue, London (SW6 2QE)</p> <p>Apartment 18 Central Avenue, London (SW6 2QE)</p>	
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 1 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)	BGL129441
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 13 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)	BGL129443
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 2 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)	BGL129445

Chargor	Property	Title number
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 3 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)	BGL129452
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 4 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)	BGL129453
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 10 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)	BGL129454
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 9 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)	BGL129456
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 6 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)	BGL129457
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 7 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)	BGL129461
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 8 Riverwalk Apartments, 5 Central Avenue, London (SW6 2GQ)	BGL129463

Chargor	Property	Title number
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 1 Westbourne Apartments, 5 Central Avenue, London (SW6 2GP)	BGL129470
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 2 Westbourne Apartments, 5 Central Avenue, London (SW6 2GP)	BGL129480
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 3 Westbourne Apartments, 5 Central Avenue, London (SW6 2GP)	BGL129481
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 8 Westbourne Apartments, 5 Central Avenue, London (SW6 2GP)	BGL129483
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 21 Westbourne Apartments, 5 Central Avenue, London (SW6 2GP)	BGL129484
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 22 Westbourne Apartments, 5 Central Avenue, London (SW6 2GP)	BGL129486
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 35 Westbourne Apartments, 5 Central Avenue, London (SW6 2GP)	BGL129487

Chargor	Property	Title number
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 49 Westbourne Apartments, 5 Central Avenue, London (SW6 2GP)	BGL129494
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 64 Westbourne Apartments, 5 Central Avenue, London (SW6 2GP)	BGL129495
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 1 Central Avenue, London (SW6 2QE)	BGL129497
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 3 Central Avenue, London (SW6 2QE)	BGL129498
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 6 Central Avenue, London (SW6 2QE)	BGL129499
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 17 Central Avenue, London (SW6 2QE)	BGL129500
GS Fulham Trustee 1 Limited and GS Fulham Trustee 2 Limited as trustees for and on behalf of GS Fulham Sub Unit Trust	Apartment 18 Central Avenue, London (SW6 2QE)	BGL129501

Chargor	Property	Title number
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as trustees for and on behalf of GS Nine Elms Sub Unit Trust	Block K, Nine Elms Point, Wandsworth Road, London	TGL488097
GS NE General Partner Limited and GS NE Nominee Limited for and on behalf of GS NE Limited Partnership	Block K, Nine Elms Point, Wandsworth Road, London	TGL502340

PART B**CREDIT BALANCES**

Chargor	Account Bank	Account details	Account name
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	National Bank of Kuwait (International) PLC		Cure Account
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	National Bank of Kuwait (International) PLC		Debt Service Account
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	National Bank of Kuwait (International) PLC		Deposit Account

Chargor	Account Bank	Account details	Account name
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	National Bank of Kuwait (International) PLC		General Account
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	National Bank of Kuwait (International) PLC		Interest Reserve Account
GS Aldgate Limited Partnership, acting by its general partner GS Aldgate General Partner Limited	HSBC Bank plc		Operating Expenses Account
GS Aldgate Limited Partnership, acting by its general partner GS Aldgate General Partner Limited	HSBC Bank plc		Rent Account
GS Aldgate Limited Partnership, acting by its general partner GS Aldgate General Partner Limited	HSBC Bank plc		Security Deposit Account
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	National Bank of Kuwait (International) PLC		Cure Account

Chargor	Account Bank	Account details	Account name
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	National Bank of Kuwait (International) PLC	[REDACTED]	Debt Service Account
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	National Bank of Kuwait (International) PLC	[REDACTED]	Deposit Account
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	National Bank of Kuwait (International) PLC	[REDACTED]	General Account
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	National Bank of Kuwait (International) PLC	[REDACTED]	Interest Reserve Account
GS Fulham Limited Partnership, acting by its general partner GS Fulham General Partner Limited	HSBC Bank plc	[REDACTED]	Operating Expenses Account
GS Fulham Limited Partnership, acting by its general partner GS	HSBC Bank plc	[REDACTED]	Rent Account

Chargor	Account Bank	Account details	Account name
Fulham General Partner Limited			
GS Fulham Limited Partnership, acting by its general partner GS Fulham General Partner Limited	HSBC Bank plc		Security Deposit Account
GS NE Trustee 1 Limited as trustee of GS NE Sub Unit Trust GS NE Trustee 2 Limited as trustee of GS NE Sub Unit Trust	National Bank of Kuwait (International) PLC		Cure Account
GS NE Trustee 1 Limited as trustee of GS Nine Elms Sub Unit Trust GS NE Trustee 2 Limited as trustee of GS Nine Elms Sub Unit Trust	National Bank of Kuwait (International) PLC		Debt Service Account
GS NE Trustee 1 Limited as trustee of GS Nine Elms Sub Unit Trust GS NE Trustee 2 Limited as trustee of GS Nine Elms Sub Unit Trust	National Bank of Kuwait (International) PLC		Deposit Account
GS NE Trustee 1 Limited as trustee of GS Nine Elms Sub Unit Trust GS NE Trustee 2 Limited as trustee of GS Nine Elms Sub Unit Trust	National Bank of Kuwait (International) PLC		General Account
GS NE Trustee 1 Limited as trustee of	National Bank of Kuwait (International) PLC		Interest Reserve Account

Chargor	Account Bank	Account details	Account name
GS Nine Elms Sub Unit Trust GS NE Trustee 2 Limited as trustee of GS Nine Elms Sub Unit Trust			
GS NE Limited Partnership, acting by its general partner GS NE General Partner Limited	HSBC Bank plc		Operating Expenses Account
GS NE Limited Partnership, acting by its general partner GS NE General Partner Limited	HSBC Bank plc		Rent Account
GS NE Limited Partnership, acting by its general partner GS NE General Partner Limited	HSBC Bank plc		Security Deposit Account

PART C

CONTRACTS

Chargor	Date	Parties	Description
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Limited Partnership, acting by its general partner GS	15 November 2016	Aldgate Land One Limited and Aldgate Land Two Limited GS Aldgate Sub Unit Trust (acting by Aldgate Trustee 1 and Aldgate Trustee 2) Aldgate LP BDW Trading Limited	Agreement for Sale

Chargor	Date	Parties	Description
Aldgate General Partner Limited			
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	30 December 2016	BDW Trading Limited GS Aldgate Sub Unit Trust (acting by Aldgate Trustee 1 and Aldgate Trustee 2)	Collateral Warranty
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	30 December 2016	Allies and Morrison LLP GS Aldgate Sub Unit Trust (acting by Aldgate Trustee 1 and Aldgate Trustee 2)	Architect's Collateral Warranty
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	30 December 2016	1) Walsh Associates Limited 2) GS Aldgate Sub Unit Trust (acting by Aldgate Trustee 1 and Aldgate Trustee 2)	Structural Engineer's Collateral Warranty
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	30 December 2016	Whitecode Design Associates Limited GS Aldgate Sub Unit Trust (acting by Aldgate Trustee 1 and Aldgate Trustee 2)	Mechanical and Electrical Engineer's Collateral Warranty
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	30 December 2016	Brand Consulting Engineers Limited GS Aldgate Sub Unit Trust (acting by Aldgate Trustee 1 and Aldgate Trustee 2)	Civil Engineer's Collateral Warranty

Chargor	Date	Parties	Description
GS Aldgate Sub Unit Trust			
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	30 December 2016	Townshend Landscape Architects Limited GS Aldgate Sub Unit Trust (acting by Aldgate Trustee 1 and Aldgate Trustee 2)	Landscape Architect Collateral Warranty
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	30 December 2016	Getjar Limited 2) GS Aldgate Sub Unit Trust (acting by Aldgate Trustee 1 and Aldgate Trustee 2)	Collateral Warranty
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	30 December 2016	Stanmore Contractors Limited GS Aldgate Sub Unit Trust (acting by Aldgate Trustee 1 and Aldgate Trustee 2)	Collateral Warranty
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	30 December 2016	Balguard Engineering Limited GS Aldgate Sub Unit Trust (acting by Aldgate Trustee 1 and Aldgate Trustee 2)	Collateral Warranty
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	30 December 2016	Noble House Services (UK) Limited GS Aldgate Sub Unit Trust (acting by Aldgate Trustee 1 and Aldgate Trustee 2)	Collateral Warranty

Chargor	Date	Parties	Description
GS Aldgate Sub Unit Trust			
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	30 December 2016	Keltbray Limited GS Aldgate Sub Unit Trust (acting by Aldgate Trustee 1 and Aldgate Trustee 2)	Collateral Warranty
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	30 December 2016	Otis Limited GS Aldgate Sub Unit Trust (acting by Aldgate Trustee 1 and Aldgate Trustee 2)	Collateral Warranty
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	30 December 2016	M. Price Limited GS Aldgate Sub Unit Trust (acting by Aldgate Trustee 1 and Aldgate Trustee 2)	Collateral Warranty
GS Aldgate Trustee 1 Limited as trustee of GS Aldgate Sub Unit Trust GS Aldgate Trustee 2 Limited as trustee of GS Aldgate Sub Unit Trust	30 December 2016	Imtech Engineering Services London and South Limited GS Aldgate Sub Unit Trust (acting by Aldgate Trustee 1 and Aldgate Trustee 2)	Collateral Warranty
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of	15 November 2016	Fulham Wharf LLP GS Fulham Sub Unit Trust (acting by Fulham Trustee 1 and Fulham Trustee 2)	Agreement for Sale

Chargor	Date	Parties	Description
GS Fulham Sub Unit Trust GS Fulham Limited Partnership, acting by its general partner GS Fulham General Partner Limited		Fulham LP BDW Trading Limited	
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	30 December 2016	BDW Trading Limited GS Aldgate Sub Unit Trust (acting by Aldgate Trustee 1 and Aldgate Trustee 2)	Collateral Warranty
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	30 December 2016	Broadway Malyan Limited GS Fulham Sub Unit Trust (acting by Fulham Trustee 1 and Fulham Trustee 2)	Lead Architect Collateral Warranty
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	30 December 2016	Aecom Infrastructure & Environment UK Limited GS Fulham Sub Unit Trust (acting by Fulham Trustee 1 and Fulham Trustee 2)	Structural Engineer Collateral Warranty
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	30 December 2016	Whitecode Design Associates Limited GS Fulham Sub Unit Trust (acting by Fulham Trustee 1 and Fulham Trustee 2)	Mechanical & Electrical Collateral Warranty

Chargor	Date	Parties	Description
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	30 December 2016	Cladtech Associates GS Fulham Sub Unit Trust (acting by Fulham Trustee 1 and Fulham Trustee 2)	Cladding Collateral Warranty
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	30 December 2016	Fabrik Limited GS Fulham Sub Unit Trust (acting by Fulham Trustee 1 and Fulham Trustee 2)	Landscape Architect Collateral Warranty
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	30 December 2016	Atlantic Contracts Limited GS Fulham Sub Unit Trust (acting by Fulham Trustee 1 and Fulham Trustee 2)	Collateral Warranty
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	30 December 2016	Scott Owen Limited GS Fulham Sub Unit Trust (acting by Fulham Trustee 1 and Fulham Trustee 2)	Collateral Warranty
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	30 December 2016	Colt International Limited GS Fulham Sub Unit Trust (acting by Fulham Trustee 1 and Fulham Trustee 2)	Collateral Warranty

Chargor	Date	Parties	Description
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	30 December 2016	Stanmore Contractors Limited GS Fulham Sub Unit Trust (acting by Fulham Trustee 1 and Fulham Trustee 2)	Collateral Warranty
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	30 December 2016	Avonside Roofing Limited GS Fulham Sub Unit Trust (acting by Fulham Trustee 1 and Fulham Trustee 2)	Collateral Warranty
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	30 December 2016	E.E.S (London) Limited GS Fulham Sub Unit Trust (acting by Fulham Trustee 1 and Fulham Trustee 2)	Collateral Warranty
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	30 December 2016	J.S. Wright & Co Limited GS Fulham Sub Unit Trust (acting by Fulham Trustee 1 and Fulham Trustee 2)	Collateral Warranty
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	30 December 2016	Rock and Alluvium Limited GS Fulham Sub Unit Trust (acting by Fulham Trustee 1 and Fulham Trustee 2)	Collateral Warranty

Chargor	Date	Parties	Description
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	30 December 2016	Otis Limited GS Fulham Sub Unit Trust (acting by Fulham Trustee 1 and Fulham Trustee 2)	Collateral Warranty
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	30 December 2016	M. Price Limited GS Fulham Sub Unit Trust (acting by Fulham Trustee 1 and Fulham Trustee 2)	Collateral Warranty
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	30 December 2016	UKD Groundworks & Civil Engineering Limited GS Fulham Sub Unit Trust (acting by Fulham Trustee 1 and Fulham Trustee 2)	Collateral Warranty
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	30 December 2016	E.ON Energy Solutions Limited GS Fulham Sub Unit Trust (acting by Fulham Trustee 1 and Fulham Trustee 2)	Collateral Warranty
GS Fulham Trustee 1 Limited as trustee of GS Fulham Sub Unit Trust GS Fulham Trustee 2 Limited as trustee of GS Fulham Sub Unit Trust	30 December 2016	Avonside Roofing Limited GS Fulham Sub Unit Trust (acting by Fulham Trustee 1 and Fulham Trustee 2)	Collateral Warranty

Chargor	Date	Parties	Description
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) BDW Trading Limited (2) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty – Construction Manager
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) BDW Trading Limited (2) Getjar Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty – Sub-structure and podium
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) BDW Trading Limited (2) Getjar Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty – RC Superstructure
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) BDW Trading Limited (2) Colt International Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) BDW Trading Limited (2) Rye Plant Hire Limited (3) GS NE Trustee 1 Limited and GS NE	Collateral Warranty

Chargor	Date	Parties	Description
		Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) BDW Trading Limited (2) R.C. Cutting & Co Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) BDW Trading Limited (2) J.S. Wright & Co Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) BDW Trading Limited (2) Bachy Soletanche Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) BDW Trading Limited (2) Stanmore Contractors Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS	Collateral Warranty

Chargor	Date	Parties	Description
		Nine Elms Sub Unit Trust	
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) BDW Trading Limited (2) Noble House Services (UK) Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) BDW Trading Limited (2) Otis Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) BDW Trading Limited (2) Epping Electrical Company Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) BDW Trading Limited (2) Vital Energi Utilities Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty

Chargor	Date	Parties	Description
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) BDW Trading Limited (2) Spiral UK Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) RBA Acoustics Limited (2) BDW Trading Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) Broadway Malyan Limited (2) BDW Trading Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty – Architect Lead Consultant
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) Whitecode Design Associates Limited (2) BDW Trading Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS	2 February 2018	(1) DBK Partners Limited	Collateral Warranty – Principal Designer

Chargor	Date	Parties	Description
Nine Elms Sub Unit Trust		(2) BDW Trading Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) Wintech Limited (2) BDW Trading Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) Hoare Lea and Partners Limited (2) BDW Trading Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) RSA Geotechnics Limited (2) BDW Trading Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) Geotechnical Consulting Group LLP (2) BDW Trading Limited	Collateral Warranty

Chargor	Date	Parties	Description
		(3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) Broadway Malyan Limited (2) BDW Trading Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty – Landscape Architect
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) DBK Partners Limited (2) BDW Trading Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty – Landlord's Representative
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) Waterman Structures Limited (2) BDW Trading Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	Collateral Warranty
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	2 February 2018	(1) BMT Fluid Mechanics Limited (2) BDW Trading Limited (3) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as	Collateral Warranty

Chargor	Date	Parties	Description
		joint trustees of the GS Nine Elms Sub Unit Trust	
GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust	15 November 2016	(1) Nine Elms LLP (2) GS NE Trustee 1 Limited and GS NE Trustee 2 Limited as joint trustees of the GS Nine Elms Sub Unit Trust (3) L & Q New Homes Limited (4) BDW Trading Limited	Agreement for Lease

SCHEDULE 3

FORMS OF LETTER FOR OCCUPATIONAL TENANTS

PART D

NOTICE TO OCCUPATIONAL TENANT

To: [Occupational tenant]

Copy: National Bank of Kuwait (International) PLC (as Security Agent as defined below)

[●]

Re: [Property address]

**Security Agreement dated [●] between [Chargor]
and National Bank of Kuwait (International) PLC (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 absolutely (subject to a proviso for re-assignment on redemption) to [Security Agent] (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.

We will also remain entitled to exercise all our rights, powers and discretions under the Lease, and you should continue to give notices under the Lease 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 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 National Bank of Kuwait (International) PLC, 13 George Street, London W1U 3QJ marked for the attention of Nicholas Haber with a copy to us.

Yours faithfully,

(Authorised Signatory)
[Chargor]

PART E**ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT**

To: National Bank of Kuwait (International) PLC (as Security Agent)

Attention: [●]

[Date]

Re: [Property address]

**Security Agreement dated [●] between [Chargor]
and National Bank of Kuwait (International) PLC (the "Security Agreement")**

We confirm receipt from [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 A****NOTICE TO ACCOUNT BANK – UNBLOCKED ACCOUNT**

To: [Account Bank]

Copy: National Bank of Kuwait (International) PLC (as Security Agent as defined below)

[Date]

**Security Agreement dated [●] between [Chargor]
and]National Bank of Kuwait (International) PLC (the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first floating charge) in favour of National Bank of Kuwait (International) PLC (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of any account, and any amount standing to the credit of any account, maintained by us with you (the "**Accounts**"):

Account Name	Account Number	Sort Code

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to any Account requested from you by the Security Agent; and
- (b) following notification from the Security Agent to you that the security created by the Security Agreement has become enforceable, comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent.

In respect of the Accounts, we are permitted to withdraw any amount from the Accounts unless and until you receive a notice from the Security Agent to the contrary stating that we are no longer permitted to withdraw any amount from the Accounts without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the Accounts without the prior written consent of the Security Agent.

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

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

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at National Bank of Kuwait (International) PLC, 13 George Street, London W1U 3QJ marked for the attention of Nicholas Haber with a copy to us.

Yours faithfully,

(Authorised Signatory)

[Chargor]

PART B**ACKNOWLEDGEMENT OF ACCOUNT BANK – UNBLOCKED ACCOUNT**

To: National Bank of Kuwait (International) PLC (as Security Agent)

Copy: [Chargor]

[●]

**Security Agreement dated [●] between [Chargor]
and]National Bank of Kuwait (International) PLC (the "Security Agreement")**

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

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, any Account [(other than a notice of the security created in your favour created by a security agreement dated 17 December 2017)];
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account; and
- (d) following notification from you that the security created by the Security Agreement has become enforceable, will comply with any notice we may receive from the Security Agent in respect of the Accounts.

The Accounts maintained with us are:

[Specify accounts and account numbers]

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

Yours faithfully,

(Authorised signatory)
[Account Bank]

PART C**NOTICE TO ACCOUNT BANK – BLOCKED ACCOUNT**

To: [Account Bank]

Copy: National Bank of Kuwait (International) PLC (as Security Agent as defined below)

[Date]

**Security Agreement dated [●] between [Chargor]
and]National Bank of Kuwait (International) PLC (the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of National Bank of Kuwait (International) PLC (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of any account, and any amount standing to the credit of any account, maintained by us with you (the "**Accounts**"):

Account Name	Account Number	Sort Code

We irrevocably instruct and authorise you to:

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

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

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

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

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at National Bank of Kuwait (International) PLC, 13 George Street, London W1U 3QJ marked for the attention of Nicholas Haber with a copy to us.

Yours faithfully,

(Authorised Signatory)
[Chargor]

PART D

ACKNOWLEDGEMENT OF ACCOUNT BANK – BLOCKED ACCOUNT

To: National Bank of Kuwait (International) PLC (as Security Agent)

Copy: [Chargor]

[●]

**Security Agreement dated [●] between [Chargor]
and National Bank of Kuwait (International) PLC (the "Security Agreement")**

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

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, any Account [(other than a notice of the security created in your favour created by a security agreement dated 17 December 2017)];
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account; and
- (d) will comply with any notice we may receive from the Security Agent in respect of the Accounts.

The Accounts maintained with us are:

[Specify accounts and account numbers]

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

Yours faithfully,

(Authorised signatory)
[Account Bank]

SCHEDULE 5

FORMS OF LETTER FOR HEDGE COUNTERPARTY

PART A

NOTICE TO HEDGE COUNTERPARTY

To: [Hedge Counterparty]

Copy: National Bank of Kuwait (International) PLC (as Security Agent as defined below)

[Date]

**Security Agreement dated [●] between [Chargor]
and National Bank of Kuwait (International) PLC (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 National Bank of Kuwait (International) PLC (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights 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 [the Security Agent] 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.

In consideration of the agreement of the foregoing by you, we agree that you shall be entitled to conclusively rely (without any independent investigation) on any notice from the Security Agent, on any payment instruction or other notice from the Security Agent relating to the assignment.

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 National Bank of Kuwait (International) PLC, 13 George Street, London W1U 3QJ marked for the attention of Nicholas Haber with a copy to us.

Yours faithfully,

(Authorised signatory)
[Chargor]

PART B**ACKNOWLEDGEMENT OF HEDGE COUNTERPARTY**

To: National Bank of Kuwait (International) PLC (as Security Agent)

Copy: [Chargor]

[Date]

**Security Agreement dated [●] between [Chargor]
and National Bank of Kuwait (International) PLC (the "Security Agreement")**

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

We confirm that we:

- (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 A****NOTICE TO INSURER**

To: [Insurer]

Copy: National Bank of Kuwait (International) PLC (as Security Agent as defined below)

[Date]

**Security Agreement dated [●] between [Chargor]
and National Bank of Kuwait (International) PLC (the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption, to National Bank of Kuwait (International) PLC (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] (the "**Insurance**").

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).

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).

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.

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 acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at National Bank of Kuwait (International) PLC, 13 George Street, London W1U 3QJ marked for the attention of Nicholas Haber with a copy to us.

Yours faithfully,

(Authorised signatory)
[Chargor]

PART B**ACKNOWLEDGEMENT OF INSURER**

To: National Bank of Kuwait (International) PLC (as Security Agent)

Copy: [Chargor]

[Date]

**Security Agreement dated [●] between [Chargor]
and National Bank of Kuwait (International) PLC (the "Security Agreement")**

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

We confirm that we:

- (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 A****NOTICE TO COUNTERPARTY**

To: [Contract Counterparty]

Copy: National Bank of Kuwait (International) PLC (as Security Agent as defined below)

[Date]

**Security Agreement dated [●] between [Chargor]
and National Bank of Kuwait (International) PLC (the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have [assigned absolutely, subject to a proviso for re-assignment on redemption,]/[charged by way of a first fixed charge] to National Bank of Kuwait (International) PLC (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**).

We confirm that:

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

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices 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.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at National Bank of Kuwait (International) PLC, 13 George Street, London W1U 3QJ marked for the attention of Nicholas Haber with a copy to us.

Yours faithfully,

(Authorised signatory)
[Chargor]

PART B**ACKNOWLEDGEMENT OF COUNTERPARTY**

To: National Bank of Kuwait (International) PLC (as Security Agent)

Copy: [Chargor]

[Date]

**Security Agreement dated [●] between [Chargor]
and National Bank of Kuwait (International) PLC (the "Security Agreement")**

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [●] (the "**Notice**") of [an assignment]/[fixed charge] 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]

SIGNATURES

THE CHARGORS

EXECUTED as a DEED)
by GS ALDATE TRUSTEE 1 LIMITED)
a company incorporated in Jersey, acting by)
)
Simon Vardon)
and)
)
Marla Hollick)
being a person who, in accordance with the)
laws of that territory, is or are acting under)
the authority of the company, in its capacity)
as a trustee of GS ALDGATE SUB UNIT TRUST)

GS ALDATE TRUSTEE 1 LIMITED

Signature in the name of the company

d Signatory

d Signatory

EXECUTED as a DEED)
by GS ALDATE TRUSTEE 2 LIMITED)
a company incorporated in Jersey, acting by)
)
Simon Vardon)
and)
)
Marla Hollick)
being a person who, in accordance with the)
laws of that territory, is or are acting under)
the authority of the company, in its capacity)
as a trustee of GS ALDGATE SUB UNIT TRUST)

GS ALDATE TRUSTEE 2 LIMITED

Signature in the name of the company

d Signatory

Signature or Authorised Signatory

EXECUTED as a DEED by)
GS ALDGATE GENERAL PARTNER LIMITED)
acting by)
)
Isabel Peacock)
director)
in the presence of)
)
Joaquin Munoz de Cote)
Name of Witness

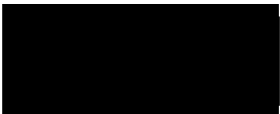

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Address of witness:

EUROPE/71803360v6



EXECUTED as a DEED)
by **GS FULHAM TRUSTEE 1 LIMITED**)
a company incorporated in Jersey, acting by)
)
Simon Vardon)
and)
Marla Hollick)
being a person who, in accordance with the)
laws of that territory, is or are acting under)
the authority of the company, in its capacity)
as a trustee of **GS FULHAM SUB UNIT TRUST.**)

GS FULHAM TRUSTEE 1 LIMITED

Signature in the name of the company
_____
d Signatory
_____
d Signatory



EXECUTED as a DEED)
by **GS FULHAM TRUSTEE 2 LIMITED**)
a company incorporated in Jersey, acting by)
)
Simon Vardon)
and)
Marla Hollick)
being a person who, in accordance with the)
laws of that territory, is or are acting under)
the authority of the company, in its capacity)
as a trustee of **GS FULHAM SUB UNIT TRUST**)


GS FULHAM TRUSTEE 2 LIMITED

Signature in the name of the company
_____
d Signatory
_____
d Signatory

EXECUTED as a DEED by)
GS FULHAM GENERAL PARTNER LIMITED)
acting by)
)
Isabel Peacock)
director)
in the presence of)
)
Joaquin Munoz de Cote)
Name of Witness)


Address of witness:

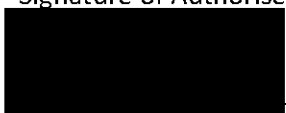
_____
ctor
_____



EXECUTED as a DEED)
by GS NE TRUSTEE 1 LIMITED)
a company incorporated in Jersey, acting by)
)
Simon Vardon)
and)
Marla Hollick)
being a person who, in accordance with the)
laws of that territory, is or are acting under)
the authority of the company, in its capacity)
as a trustee of **GS NINE ELMS SUB UNIT TRUST**)

GS NE TRUSTEE 1 LIMITED

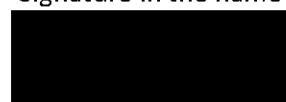
Signature in the name of the company



Signature of Authorised Signatory


d Signatory

EXECUTED as a DEED)
by GS NE TRUSTEE 2 LIMITED)
a company incorporated in Jersey, acting by)
)
Simon Vardon)
and)
Marla Hollick)
being a person who, in accordance with the)
laws of that territory, is or are acting under)
the authority of the company, in its capacity)
as a trustee of **GS NINE ELMS SUB UNIT TRUST**)

GS NE TRUSTEE 2 LIMITED


Signature in the name of the company


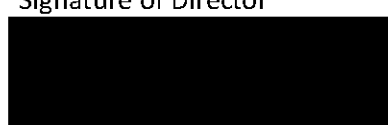
d Signatory



d Signatory

EXECUTED as a DEED by)
GS NE GENERAL PARTNER LIMITED)
acting by)
)
Isabel Peacock)
director)
in the presence of)
)
Joaquin Munoz de Cote)
Name of Witness)

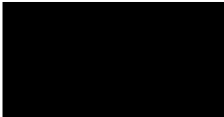
Address of witness:




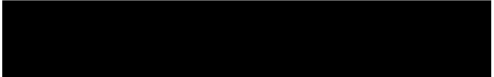
Signature of Director




EXECUTED as a **DEED** by)
GS NE GENERAL PARTNER LIMITED)
in its capacity as general partner of)
GS NE PARTNERSHIP acting by)
)
Isabel Peacock)
director)
in the presence of)
)
Joaquin Munoz de Cote)
Name of Witness)

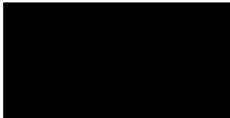


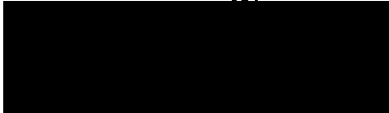
Signature of Director


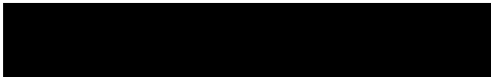
Signature of witness


Witness address:

EXECUTED as a **DEED** by)
GS NE NOMINEE LIMITED)
acting by)
)
Isabel Peacock)
director)
in the presence of)
)
Joaquin Munoz de Cote)
Name of Witness)




Director




Address of witness:

SIGNED for and on behalf of)
NATIONAL BANK OF KUWAIT)
(INTERNATIONAL) PLC)

[REDACTED] natory

 Authorised Signatory