



Registration of a Charge

Company Name: **CHELSEA BARRACKS (1-3) NOMINEE 1 LIMITED**

Company Number: **10742293**



Received for filing in Electronic Format on the: **09/09/2021**

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Details of Charge

Date of creation: **07/09/2021**

Charge code: **1074 2293 0003**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Brief description: **FREEHOLD PROPERTIES KNOWN AS CHELSEA BARRACKS, CHELSEA BRIDGE ROAD, LONDON (TITLE NUMBER NGL961559), 3 DOVE WALK, LONDON (NGL923081), AND LAND ADJOINING 3 DOVE WALK, LONDON (NGL923915 AND NGL940798). FOR MORE DETAILS PLEASE REFER TO INSTRUMENT.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

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

Certified by:

SANYA AZAM



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10742293

Charge code: 1074 2293 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th September 2021 and created by CHELSEA BARRACKS (1-3) NOMINEE 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th September 2021 .

Given at Companies House, Cardiff on 10th September 2021

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



Companies House



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



Security Agreement

Dated 7 September **2021**

The Chargors listed in Schedule 1
(Chargors)

HSBC Corporate Trustee Company (UK) Limited
(Security Agent)

Dentons UK and Middle East LLP
One Fleet Place
London EC4M 7WS
United Kingdom

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Security Agreement

Dated 7 09 2021

Between:

- (1) **The companies listed in Schedule 1** (*The Chargors*) (the **Chargors**); and
- (2) **HSBC Corporate Trustee Company (UK) Limited** as security trustee for the Secured Parties (as defined in the Facility Agreement as defined below) pursuant to the Facility Agreement (as defined below) (the **Security Agent**).

Background:

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

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

Agreement for Lease means an agreement to grant an Occupational Lease for all or part of the Property including, for the avoidance of doubt, in respect of any Unit.

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

Borrower means Chelsea Barracks (1-3) Limited Partnership (acting by its General Partner, Chelsea Barracks (1-3) GP LLP) registered in England and Wales with registered number LP018152.

Collateral Warranty means, in relation to a Chargor, any collateral warranty granted to it in relation to the Development.

Controlled Accounts means the Accounts other than the General Account.

Development means the construction of Chelsea Barracks, Phases 1 to 3 on the Property, including the 24 Units (comprising 13 apartments and 11 town houses) which remain unsold as at the date of this Deed as listed in Schedule 3 (items 1-24).

Development Document means:

- (a) a Building Contract;

- (b) a Consultant Appointment;
- (c) an Original Lender Collateral Warranty; or
- (d) any other document designated as such by the Agent and the Borrower.

DMA means the development management agreement dated 26 September 2017 made between the Borrower and QD Development Company (UK) Limited, whose obligations were transferred to the Development Manager pursuant to an intra-group sale agreement dated 20 April 2018.

Excluded Phase 3 Property means all or any part of Phase 3 including:

- (a) the Phase 3A Restaurant;
- (b) the Phase 3A/B Building; and
- (c) the Phase 3B Chapel.

Facility Agreement means the facility agreement dated on or about the date of this Deed between (among others) the Chargors and the Security Agent.

Hedging Agreement means any master agreement, schedule, confirmation, novation or other instrument in the agreed form entered into by the Borrower and a counterparty approved by the Agent in connection with managing the interest rate liabilities under the Finance Documents.

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

Intellectual Property means, in relation to a Chargor:

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

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

Investments means, in relation to a Chargor:

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

Land has the same meaning as it has in section 205(1) of the Act.

Lease Document means:

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

Mortgaged Property means all freehold or leasehold property from time to time charged pursuant to this Deed.

Nominee 1 means Chelsea Barracks (1-3) Nominee 1 Limited, a company incorporated in England and Wales with registered number 10742293.

Nominee 2 means Chelsea Barracks (1-3) Nominee 2 Limited, a company incorporated in England and Wales with registered number 10742441.

Nominees means Nominee 1 and Nominee 2, and **Nominee** means either of them.

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

Party means a party to this Deed.

Phase 3 has the meaning ascribed to it in the Facility Agreement.

Phase 3A Restaurant has the meaning ascribed to it in the Facility Agreement.

Phase 3A/B Building has the meaning ascribed to it in the Facility Agreement.

Phase 3B Chapel has the meaning ascribed to it in the Facility Agreement.

Property has the meaning given to that term in the Facility Agreement.

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

Relevant Contract means:

- (a) an appointment of a Managing Agent;
- (b) an appointment of an Asset Manager;
- (c) the DMA;
- (d) an agreement relating to the purchase of the Property by any Chargor;
- (e) any Unit Disposal Document; or
- (f) the Operator Agreement.

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

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

Security Asset means, in relation to a Chargor, any asset of the 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:

- (a) all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Obligor pursuant to the Finance Documents.

Unit means each individual residential unit and each parking space constructed on the Property, details of which are set out in Schedule 3 (*Units*).

1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of 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

- (d) the term **this Security** means any Security created by this Deed.
- (e) Each of the mortgages, fixed charges and assignments contained in Clauses 2.2 (*Land*) to 2.12 (*Miscellaneous*) (inclusive) over each category of assets and each asset specified in those Clauses shall be read and construed separately, as though each such category and asset were mortgaged, charged or assigned (as applicable) independently and separately of each other.
- (f) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (g) 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.
- (h) If the Security Agent reasonably 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.
- (i) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.
- (j) The liabilities of the Chargors under this Deed are joint and several.

1.3 Third party rights

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

2 Creation of Security

2.1 General

- (a) The Chargors will, on demand, pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents when due.
- (b) All the Security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of the Chargors;
 - (iii) is security for the payment and discharge of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.2 Land

Each Chargor charges:

- (a) by way of a first legal mortgage all estates or interests in any Land now owned by it, including the real property (if any) referred to opposite its name in Schedule 2 (*Real Property*); and
- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) by way of a first fixed charge all estates or interests in any Land now or subsequently owned by it.

2.3 Investments

Each Chargor:

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

2.4 Plant and machinery

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

2.5 Credit balances

The Borrower charges by way of a first fixed charge all of its rights in respect of any Controlled Account, any amount standing to the credit of any such Controlled Account in its name, or to which it is beneficially entitled and the debt represented by it.

2.6 Book debts etc.

Each Chargor charges by way of a first fixed charge:

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

2.7 Insurances

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

2.8 Hedging

The Borrower charges by way of fixed charge its right to receive all moneys payable under any Hedging Agreement.

2.9 Collateral Warranties

Each Chargor charges by way of fixed charge all its rights under each Collateral Warranty.

2.10 Other contracts

- (a) Each Chargor:
 - (i) assigns absolutely, subject to a proviso for re-assignment on redemption or otherwise in accordance with this Deed, all of its rights:
 - (A) under each Lease Document to which it is a party;
 - (B) in respect of all Rental Income (other than to the extent attributable to the Excluded Phase 3 Property);
 - (C) under any guarantee of Rental Income contained in or relating to any Lease Document to which it is a party; and
 - (D) 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 each Relevant Contract and any other document, agreement or instrument to which it is a

party, which has been given in its favour or of which it has the benefit except to the extent that it is subject to any fixed security created under any other term of this Clause 2.

- (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 Development Documents

Each Chargor charges by way of a first fixed charge all of its rights under each Development Document to which it is a party.

2.12 Miscellaneous

Each Chargor charges by way of first fixed charge:

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

2.13 Floating charge

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

under Part A1 of the Insolvency Act 1986.

- (d) Paragraph (c) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The floating charge created by a Chargor under this Clause 2.13 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of that Chargor's assets if:
 - (i) an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.
 - (ii) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor over all or any part of its assets, or if such person is appointed;
 - (iii) if that Chargor creates or attempts to create Security over all or any of the Security Assets, other than Security permitted under the Finance Documents;
 - (iv) on the crystallisation of any other floating charge over the Security Assets; and
 - (v) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so.
- (f) The floating charge created by this Clause 2.13 (*Floating charge*) is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2.14 Trust

- (a) If or to the extent that the assignment or charging of any Security Asset is ineffective because of a prohibition on that assignment or charging, then each relevant Chargor holds it on trust for the Security Agent.
- (b) If the prohibition referred to in paragraph (a) above is due to the fact a consent or waiver must be obtained or a condition must be satisfied, on the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause and, in relation to such Security Asset, the trust referred to in paragraph (a) above shall terminate.

2.15 Priority of Security

For the avoidance of doubt:

- (a) the Security created under this Deed ranks and shall rank, to the extent of the Secured Liabilities, in priority to any equitable lien or interest over the Security Assets to which the Chargors may be entitled at any time; and
- (b) any equitable lien or interest over the Security Assets to which the Chargors may be entitled at any time shall be postponed to, and rank after, the Security created under this Deed.

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 sell, lease, transfer, loan, or otherwise dispose of all or any part of any Security Asset, or enter into an agreement to make any such disposal.

4 Land

4.1 Notices to tenants

Each Chargor must, if requested by the Security Agent following the occurrence of an Event of Default which is continuing:

- (a) serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Occupational Tenants*), on each tenant of the Mortgaged Property owned by that Chargor, such notice to be served:
 - (i) if requested by the Security Agent for all tenants in place on that date; and
 - (ii) for any new tenant, if requested by the Security Agent,
 and deliver to the Security Agent a certified copy of each notice; and
- (b) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Letter for Occupational Tenants*).

4.2 Acquisitions

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

- (a) notify the Security Agent promptly;
- (b) promptly on request by the Security Agent and at the reasonable cost of the relevant Chargor, execute and deliver to the Security Agent a legal mortgage over that Land in favour of the Security Agent in any form which the Security Agent may reasonably require; and
 - (i) if the title to that Land 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 Registration at Companies House

Each Chargor consents to the registration of this Deed and any other Security Document to which it is a party at Companies House pursuant to Part 25 of the Companies Act 2006 or The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013, as applicable.

4.4 Land Registry

- (a) Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property owned by that Chargor and 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 HSBC Corporate Trustee Company (UK) Limited referred to in the charges register or their conveyancer. (Standard Form P)".
- (b) Each Chargor consents to the registration of a notice against the Register of Title relating to any Mortgaged Property owned by that Chargor and registered at the Land Registry that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

4.5 Deposit of title deeds

Each Chargor must immediately:

- (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 Agent by a firm of solicitors approved by the Security Agent for that purpose.

5 Investments

5.1 Deposit

Upon execution of this Deed and upon the acquisition of any Investments after the date of this Deed, each Chargor must:

- (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 (following the occurrence of an Event of Default which is continuing) 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 the relevant Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any of its Investments on behalf of that Chargor. The relevant Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this Clause 5.2 (*Calls*).

5.3 Other obligations in respect of Investments

- (a) Each Chargor must promptly send a copy to the Security Agent of, and comply with all reasonable requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of the relevant Chargor.
- (b) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (c) The Security Agent is not obliged to:
 - (i) perform any obligation of any Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,
 in respect of any of its Investments.

5.4 Voting rights

- (a) Until such time as the Security Agent makes a demand under paragraph (b) below:
 - (i) the voting rights, powers and other rights in respect of its Investments will be exercised:
 - (A) by the relevant Chargor; or
 - (B) if exercisable by the Security Agent, in any manner which the relevant Chargor may direct the Security Agent in writing; and
 - (ii) all dividends, distributions or other income paid or payable in relation to any of its Investments in accordance with the Facility Agreement must be paid into the General Account.
- (b) After the Security Agent so demands following the occurrence of an Event of Default which is continuing, the Security Agent may exercise (in the name of the relevant

Chargor and without any further consent or authority on the part of that Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

6 Accounts

6.1 General

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

6.2 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; 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.

6.3 Notices of charge

The Borrower must:

- (a) promptly serve a notice of charge, substantially in the form of Part 1 of Schedule 5 (*Forms of Letter for Account Bank*), on each Account Bank which holds a Controlled Account for that Chargor, and deliver to the Security Agent a copy of that notice; and
- (b) use reasonable endeavours to ensure that each Account Bank referred to in paragraph (a) acknowledges the notice served on it under paragraph (a) of this Clause), substantially in the form of Part 2 of Schedule 5 (*Forms of Letter for Account Bank*).

7 Hedging

The Borrower must:

- (a) promptly after the execution of this Deed or (as the case may be) promptly after the execution of any Hedging Agreement entered into by it after the date of this Deed, if the Security Agent so requests, give notice to the counterparties to the Hedging Agreement of the fixed charge created under Clause 2.8 (*Hedging*), each such notice to be substantially in the form set out in Part 1 of Schedule 6 (*Forms of Letter for Hedge Counterparty*) (or other form approved by the Security Agent) and deliver to the Security Agent a certified copy of each notice; and

- (b) use reasonable endeavours to procure that each party served with a notice under paragraph (a) above countersigns and returns it to the Security Agent as set out in Part 2 of Schedule 6 (*Forms of Letter for Hedge Counterparty*) (or in any other form approved by the Security Agent).

8 Insurances

Each Chargor shall:

- (a) promptly after the execution of this Deed or (as the case may be) promptly after the execution of any Insurances entered into by it after the date of this Deed, give notice to the counterparties to the Insurances of the assignment created under Clause 2.7 (*Insurances*), each such notice to be substantially in the form set out in Part 1 of Schedule 7 (*Forms of Letter for Insurers*) (or other form approved by the Security Agent) and deliver to the Security Agent a certified copy of each notice;
- (b) use reasonable endeavours to procure that each party served with a notice under paragraph (a) above countersigns and returns it to the Security Agent as set out in Part 2 of Schedule 7 (*Forms of Letter for Insurers*) as applicable (or in any other form approved by the Security Agent).

9 Other Contracts

Each Chargor must, if requested by the Security Agent following the occurrence of an Event of Default which is continuing:

- (a) promptly serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 8 (*Forms of Letter for Other Contracts and Development Documents*), on each counterparty to a contract listed in Clause 2.10 (*Other contracts*) and Clause 2.11 (*Development Documents*) to which it is a party and deliver to the Security Agent a certified copy of each notice; and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 8 (*Forms of Letter for Other Contracts and Development Documents*).

10 When Security Becomes Enforceable

10.1 Event of Default

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

10.2 Discretion

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

10.3 Statutory powers

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

11 Enforcement of Security

11.1 General

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

11.2 No liability as mortgagee in possession

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

11.3 Privileges

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

11.4 Protection of third parties

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

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

11.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may:
 - (i) redeem any prior Security against any Security Asset; and/or
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargors.

- (b) The Chargors must pay to the Security Agent, within three Business Days of demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

11.6 Contingencies

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

11.7 Financial collateral

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

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

11.8 Preservation of Security

(a) Reinstatement

If any payment by a Chargor or discharge given by the Security Agent (whether in respect of the obligations of any Obligor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:

- (i) the liabilities of the Chargors and the Security created by the Chargors under this Deed shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (ii) the Secured Parties shall be entitled to recover the value or amount of that Security or payment from the Chargors, as if the payment, discharge, avoidance or reduction had not occurred.

(b) Waiver of defences

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

- (i) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (ii) the release of any Obligor or any other person under the terms of any composition or arrangement with any person;
- (iii) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (v) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Finance Document or any other document or Security;
- (vi) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Finance Document or any other document; or
- (vii) any insolvency, liquidation, administration or similar procedure.

(c) Chargor intent

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

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

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

(d) **Immediate recourse**

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

(e) **Appropriations**

During the Security Period each Secured Party may:

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

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

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

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

(g) **Additional Security**

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

12 Receiver

12.1 Appointment of Receiver

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

12.2 Removal

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

12.3 Remuneration

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

12.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the relevant Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

- (b) No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

12.5 Relationship with Security Agent

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

13 Powers of Receiver

13.1 General

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

13.2 Possession

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

13.3 Carry on business

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

13.4 Employees

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

13.5 Borrow money

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

13.6 Sale of assets

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

13.7 Leases

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

13.8 Compromise

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

13.9 Legal actions

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

13.10 Receipts

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

13.11 Subsidiaries

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

13.12 Delegation

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

13.13 Lending

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

13.14 Protection of assets

A Receiver may:

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

in each case as he/she thinks fit.

13.15 Other powers

A Receiver may:

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

14 Application of Proceeds

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

- (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.

15 Delegation

15.1 Power of Attorney

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

15.2 Terms

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

16 Further Assurances

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

- (a) creating, perfecting or protecting any security over any Security Asset; or
- (b) facilitating, at any time after the Security constituted by this Deed has become enforceable, 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.

16.2 The action that may be required under Clause 16.1 above includes:

- (a) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees;
- (b) the giving of any notice, order or direction and the making of any filing or registration; or
- (c) while any Event of Default is continuing, assigning any Collateral Warranty capable of assignment to any person nominated by the Security Agent or any Receiver,

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

17 Power of Attorney

- (a) Each Chargor, by way of security, irrevocably appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney jointly and severally with the full power and authority of that Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the relevant Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law.
- (b) A person appointed under this power of attorney may only exercise this power either:
 - (i) after the occurrence of an Event of Default which is continuing; or
 - (ii) in relation to a Chargor following failure by that Chargor to comply with a request from the Security Agent to do anything identified in paragraph (a) above for a period of not less than ten Business Days.
- (c) Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 17.

18 Miscellaneous

18.1 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.

18.2 Tacking

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

18.3 New Accounts

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

18.4 Time deposits

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

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

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

18.5 Notice to Chargors

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

19 Release

At the end of the Security Period, unless any third party has any subrogation or other rights in respect of the Security created by this Deed at that time, the Finance Parties must, at the request and cost of the Chargors, take whatever action is necessary to release its Security Assets from this Security.

20 Costs and expenses**20.1 Transaction expenses**

The Chargors shall, within five Business Days of demand, pay to the Security Agent the amount of all costs and expenses (including legal fees) reasonably and properly incurred by any of them (and by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution and perfection of:

- (a) this Deed; and
- (b) any other documents referred to in this Deed.

20.2 Amendment costs

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

20.3 Enforcement costs

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

21 Governing law and enforcement

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

22 Enforcement

22.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) Each Chargor irrevocably waives any right of sovereign immunity that it may have whether before the English courts or otherwise from suit and/or jurisdiction and/or adjudication, including, waiving any right of sovereign immunity as to it and any of its property, regardless of the commercial or non-commercial nature of such property. For the avoidance of doubt, the irrevocable waiver in this clause includes a waiver of any right of sovereign immunity in respect of pre-judgment interim relief and post-judgment execution of any judgment.

22.2 Service of process

- (a) Subject to paragraph (c) below, the address for service of each Chargor (other than a Chargor incorporated in England and Wales) (each a **Foreign Chargor**) under this Clause is:

FAO: General Counsel

Name: Chelsea Barracks (1-3) GP LLP

Address: 16 Grosvenor Street, London W1K 4QF, England.

- (b) Without prejudice to any other mode of service allowed under any relevant law, any Service Document relating to proceedings before the English courts may be served on a Foreign Chargor at its address for service given in this Clause. That service may be made by pre-paid first class recorded delivery post or any other method allowed by law.
- (c) If a Foreign Chargor wishes to change its address for service to a different address in England or Wales, it may do so by giving the Agent at least 20 Business Days' written notice of its new address for service.
- (d) In this Clause, "**Service Document**" means any claim form, application notice, judgment, order or other notice of legal process relating to any Finance Document.

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	Registered number (or equivalent, if any)	Jurisdiction of Incorporation
Chelsea Barracks (1-3) Limited Partnership	LP018152	England and Wales
Chelsea Barracks (1-3) GP LLP	OC417066	England and Wales
Chelsea Barracks (1-3) Nominee 1 Limited	10742293	England and Wales
Chelsea Barracks (1-3) Nominee 2 Limited	10742441	England and Wales
8 Whistler Square Limited	119648	Jersey
9 Whistler Square Limited	119649	Jersey
1 Mulberry Square Limited	119647	Jersey
CB Phase 1 Retail Limited	119732	Jersey

Schedule 2 – Real Property

Name of Chargor	Description and Address	Title Number
Chelsea Barracks (1-3) Nominee 1 Limited and Chelsea Barracks (1-3) Nominee 2 Limited	The Freehold Property being Chelsea Barracks, Chelsea Bridge Road, London (SW1W 8RF)	NGL961559
	The Freehold Property being 3 Dove Walk, London (SW1W 8PS)	NGL923081
	The Freehold Property being the land adjoining 3 Dove Walk, London (SW1W 8PS)	NGL923915
	The Freehold Property being the land adjoining 3 Dove Walk, London (SW1W 8PS)	NGL940798

Schedule 3 – Units

	Plot Number	Type	Address
1.	1.1.1	2B Apartment	Apartment 4, 9 Whistler Square, SW1W 8BT
2.	2.G.5	3B Apartment	Apartment 8, 8 Whistler Square, SW1W 8BW
3.	2.G.6	2B Apartment	Apartment 9, 8 Whistler Square, SW1W 8BW
4.	2.G.8	2B Apartment	Apartment 3, 8 Whistler Square, SW1W 8BW
5.	2.G.9	2B Apartment	Apartment 4, 8 Whistler Square, SW1W 8BW
6.	2.G.10	3B Apartment	Apartment 5, 8 Whistler Square, SW1W 8BW
7.	2.1.7	1B Apartment	Apartment 14, 8 Whistler Square, SW1W 8BW
8.	2.3.6	3B Apartment	Apartment 26, 8 Whistler Square, SW1W 8BW
9.	2.5.3	4B Apartment	Apartment 36, 8 Whistler Square, SW1W 8BW
10.	2.6.1	5B Penthouse	Apartment 37, 8 Whistler Square, SW1W 8BW
11.	2.6.2	5B Penthouse	Apartment 38, 8 Whistler Square, SW1W 8BW
12.	3.4.2	4B Apartment	Apartment 11, 1 Mulberry Square, SW1W 8DS
13.	3.5.1	5B Apartment	Apartment 12, 1 Mulberry Square, SW1W 8DS
14.	4.2	Townhouse	6 Mulberry Square, SW1W 8BQ
15.	4.3	Townhouse	5 Mulberry Square, SW1W 8BQ
16.	4.4	Townhouse	4 Mulberry Square, SW1W 8BQ
17.	4.5	Townhouse	3 Mulberry Square, SW1W 8BQ
18.	4.6	Townhouse	2 Mulberry Square, SW1W 8BQ
19.	5.1	Townhouse	7 Whistler Square, SW1W 8BT
20.	5.2	Townhouse	6 Whistler Square, SW1W 8BT
21.	5.3	Townhouse	5 Whistler Square, SW1W 8BT
22.	5.5	Townhouse	3 Whistler Square, SW1W 8BT
23.	5.6	Townhouse	2 Whistler Square, SW1W 8BT
24.	5.7	Townhouse	1 Whistler Square, SW1W 8BT
25.	-	Parking Space	LG1-10
26.	-	Parking Space	LG1-11
27.	-	Parking Space	LG1-16
28.	-	Parking Space	LG1-22
29.	-	Parking Space	LG1-23
30.	-	Parking Space	LG1-28
31.	-	Parking Space	LG1-34
32.	-	Parking Space	LG2-10
33.	-	Parking Space	LG2-11
34.	-	Parking Space	LG2-20
35.	-	Parking Space	LG2-21
36.	-	Parking Space	LG2-22
37.	-	Parking Space	LG2-23
38.	-	Parking Space	LG2-24

39.	-	Parking Space	LG2-25
40.	-	Parking Space	LG2-30
41.	-	Parking Space	LG2-31
42.	-	Parking Space	LG2-35

Schedule 4 – Forms of Letter for Occupational Tenants

Part 1 – Notice to Occupational Tenant

To: [Occupational tenant]

Copy: HSBC Corporate Trustee Company (UK) Limited (as Security Agent as defined below)

[Date]

Dear Sirs,

Re: [Property address]

Security Agreement dated [] between [Chargor] and HSBC Corporate Trustee Company (UK) Limited (the Security Agreement)**

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

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (by way of security) to HSBC Corporate Trustee Company (UK) Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights under the Lease.

We confirm that:

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

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 **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 [Level 28, 8 Canada Square, London, E14 5HQ] with a copy to us.

Yours faithfully,

.....

(Authorised Signatory)
[relevant Chargor]

Part 2 – Acknowledgement of Occupational Tenant

To: HSBC Corporate Trustee Company (UK) Limited (as Security Agent)

Attention: [**]

[Date]

Dear Sirs,

Re: [Property address]

Security Agreement dated [] between [Chargor] and HSBC Corporate Trustee Company (UK) Limited (the Security Agreement)**

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

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received any notice of any prior security over the Lease or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease;
- (c) must pay all rent and all other moneys payable by us under the Lease into the Account (as defined in the Notice); and
- (d) must continue to pay those moneys into the 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 5 – Forms of Letter for Account Bank

Part 1 – Notice to Account Bank

To: [Account Bank]

Copy: HSBC Corporate Trustee Company (UK) Limited (as Security Agent as defined below)

[Date]

Dear Sirs,

Security Agreement dated [] between [relevant Chargor] and HSBC Corporate Trustee Company (UK) Limited (the Security Agreement)**

- 1 We refer to the following accounts which we hold with you:
 - (a) *[insert account number and sort code of each of the Controlled Accounts]*,
as they may from time to time be re-designated or re-numbered (each a **Controlled Account** and together the **Controlled Accounts**); and
 - (b) *[insert account number and sort code of the General Account]* as such account may from time to time be re-designated or re-numbered (the **General Account**),
(together the **Accounts**).
- 2 This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of HSBC Corporate Trustee Company (UK) Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of the Controlled Accounts, and any amount standing to the credit of any Controlled Account. We have also charged by way of floating charge in favour of the Security Agent all our rights in respect of the General Account and any amount standing to the credit of the General Account.
- 3 In respect of the Controlled Accounts we irrevocably instruct and authorise you to:
 - (a) disclose to the Security Agent any information relating to any Controlled Account requested from you by the Security Agent;
 - (b) comply with the terms of any written notice or instruction relating to any Controlled Account received by you from the Security Agent;
 - (c) hold all sums standing to the credit of any Controlled Account to the order of the Security Agent; and
 - (d) pay or release any sum standing to the credit of any Controlled Account in accordance with the written instructions of the Security Agent.

We are not permitted to withdraw any amount from any Controlled Account without the prior written consent of the Security Agent.
- 4 In respect of the General Account, we are permitted to withdraw any amount from the General Account for any purpose unless and until you receive a notice from the Security Agent to the

contrary stating that we are no longer permitted to withdraw any amount from the General Account without its consent. If and from the date on which you receive any such notice:

- (a) we will not be permitted to withdraw any amount from the General Account without the prior written consent of the Security Agent;
- (b) we irrevocably authorise and instruct you to:
 - (i) comply with the terms of any written notice or instruction relating to the General Account received by you from the Security Agent;
 - (ii) hold all sums standing to the credit of the General Account to the order of the Security Agent; and
 - (iii) pay or release any sum standing to the credit of the General Account in accordance with the written instructions 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 [Level 28, 8 Canada Square, London, E14 5HQ] with a copy to us.

Yours faithfully,

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

Part 2 – Acknowledgement of Account Bank

To: HSBC Corporate Trustee Company (UK) Limited (as Security Agent)

Copy: [relevant Chargor]

[Date]

Dear Sirs,

Security Agreement dated [] between [relevant Chargor] and HSBC Corporate Trustee Company (UK) Limited (the Security Agreement)**

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

We confirm that for so long as the instructions in the Notice are not revoked (by operation of law or otherwise) 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;
- (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 except with respect to returned or charged back items or the Account Bank's charges, fees and expenses with respect to the Account or any request of the customer/Chargor and the Security Agent hereunder;
- (d) will not permit any amount to be withdrawn from any Controlled Account without your prior written consent; and
- (e) will comply with any notice we may receive from the Security Agent in respect of the General Account.

You agree and acknowledge that:

- (i) we may rely on any notice, instruction, direction, communication or other document or information believed by us to be genuine and correct which has been signed or communicated by the person by whom it purports to be signed and communicated and we shall not be liable for the consequences such as we have no obligation whatsoever to verify the facts or matters stated therein as true and correct, including whether the terms of any agreement between the Chargor and yourself has been complied with or the making of any enquiry as to whether a security interest has become enforceable;
- (ii) we shall not be obliged to comply with any instructions received if, due to circumstances which are not within our direct control, we are unable to comply with such instructions or if complying with those instructions could breach a court order or be contrary to applicable law or regulation; and

- (iii) nothing will deem us as Account Bank to be a trustee or other fiduciary with respect to the Account and our relationship to Security Agent shall be that of banker and accountholder only.

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 6 – Forms of Letter for counterparty to Hedging Agreement

Part 1 – Notice to counterparty

To: [Counterparty to Hedging Agreement]

Copy: HSBC Corporate Trustee Company (UK) Limited (as Security Agent as defined below)

[Date]

Dear Sirs,

Security Agreement dated [] between [relevant Chargor] and HSBC Corporate Trustee Company (UK) Limited (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have granted to HSBC Corporate Trustee Company (UK) Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) a fixed charge over our right to receive all moneys payable under any hedging agreements between you and us (the **Hedging Agreements**).

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to the Hedging Agreements which the Security Agent may request from you; and
- (b) pay any sum payable by you under the Hedging Agreements to our account with the Security Agent at HSBC Corporate Trustee Company (UK) Limited, account number [**], sort code [**].

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

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

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [Level 28, 8 Canada Square, London, E14 5HQ] with a copy to us.

Yours faithfully,

.....
(Authorised signatory)
relevant Chargor

Part 2 – Acknowledgement of counterparty to Hedging Agreement

To: HSBC Corporate Trustee Company (UK) Limited (as Security Agent)

Copy: [relevant Chargor]

Date

Dear Sirs,

Security Agreement dated [] between relevant Chargor and Security Agent (the Security Agreement)**

We confirm receipt from relevant Chargor (the **Chargor**) of a notice dated [**] (the **Notice**) of a fixed charge over the Chargor's right to receive all moneys payable under the Hedging Agreements (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, the Hedging Agreements;
- (c) must pay any amount payable by us under the Hedging Agreements to the Chargor's account with you at HSBC Corporate Trustee Company (UK) Limited, 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)
[counterparty to Hedging Agreement]

Schedule 7 – Forms of Letter for Insurers

Part 1 – Notice to Insurer

To: [Insurer]

Copy: HSBC Corporate Trustee Company (UK) Limited (as Security Agent as defined below)

Date

Dear Sirs,

Security Agreement dated [] between relevant Chargor and Security Agent (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (by way of security), to HSBC Corporate Trustee Company (UK) Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of *[insert details of contract of insurance]* (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 [Level 28, 8 Canada Square, London, E14 5HQ] with a copy to us.

Yours faithfully,

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

Part 2 – Acknowledgement of Insurer

To: HSBC Corporate Trustee Company (UK) Limited (as Security Agent)

Copy: [relevant Chargor]

[Date]

Dear Sirs,

Security Agreement dated [] between [relevant Chargor] and HSBC Corporate Trustee Company (UK) Limited (the Security Agreement)**

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

We confirm that we:

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

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

Yours faithfully,

.....
(Authorised signatory)
[Insurer]

Schedule 8 – Forms of Letter for Other Contracts and Development Documents

Part 1 – Notice to Counterparty

To: [Contract Counterparty]

Copy: HSBC Corporate Trustee Company (UK) Limited (as Security Agent as defined below)

[Date]

Dear Sirs,

Security Agreement dated [] between [relevant Chargor] and HSBC Corporate Trustee Company (UK) Limited (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have [assigned (by way of security)]/[charged by way of a first fixed charge]¹ to HSBC Corporate Trustee Company (UK) Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of [insert details of contract] (the **Contract**).

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 [Level 28, 8 Canada Square, London, E14 5HQ] with a copy to us.

¹ Delete as applicable.

Yours faithfully,

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

Part 2 – Acknowledgement of Counterparty

To: HSBC Corporate Trustee Company (UK) Limited (as Security Agent)

Copy: [relevant Chargor]

[Date]

Dear Sirs,

Security Agreement dated [] between [relevant Chargor] and HSBC Corporate Trustee Company (UK) Limited (the Security Agreement)**

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

We confirm that we:

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

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

Yours faithfully,

.....

(Authorised signatory)
[Contract counterparty]

² Delete as applicable.

SIGNATURE PAGES

Chargors

Executed as a deed by)
Chelsea Barracks (1-3))
Limited Partnership)
acting by its general)
partner, Chelsea Barracks)
(1-3) GP LLP, itself acting)
by a member, QD UK)
Minority Holdings Limited,)
acting by two directors)
Tariq Al-Abdulla and)
Elle Xu)
in the presence of:)

..... [Redacted]

... [Redacted]

Signature of [Redacted]
witness:..... [Redacted]

Signature of [Redacted]
witness:..... [Redacted] ...

Name of
witness: Andrew walsh

Name of
witness: Gloria Cuccu

Address: 16 Grosvenor Street

Address: 16 Grosvenor Street

...London

W1K 4QF

W1K 4QF

..London

I confirm that I was physically
present when Tariq Al-Abdulla signed
this deed.

I confirm that I was physically
present when Elle Xu signed
this deed.

Signature of [Redacted]
witness:..... [Redacted]

Signature of [Redacted]
witness:..... [Redacted]

Executed as a deed by
Chelsea Barracks (1-3)
GP LLP acting by a
member, QD UK Minority
Holdings Limited, acting
by two directors
Tariq Al-Abdulla
and Elle Xu
in the presence of:

Signature of
witness:.....

Name of Andrew walsh
witness:.....

Address: 16 Grosvenor Street
London
W1K 4QF

I confirm that I was physically
present when Tariq Al-Abdulla signed
this deed.

Signature of
witness:.....

Signature of
witness:.....

Name of Gloria Cuccu
witness:.....

Address: 16 Grosvenor Street
W1K 4QF
London

I confirm that I was physically
present when Elle Xu signed
this deed.

Signature of
witness:.....

Elle Xu and Tariq Al-Abdulla,
two directors

Elle Xu and Tariq Al-Abdulla,
two directors

Executed as a deed by
Chelsea Barracks (1-3) Nominee 1
Limited acting by
Elle Xu and Tariq Al-Abdulla,
two directors

Executed as a deed by
Chelsea Barracks (1-3) Nominee 2
Limited acting by
Elle Xu and Tariq Al-Abdulla,
two directors

The Jersey Companies

Executed as a deed by **8 Whistler Square Limited**, a company incorporated in Jersey, acting by **John Perestrelo**, who, in accordance with the laws of that territory, is acting under the authority of the company

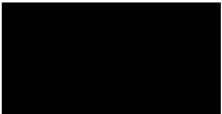
)
)
)
)
)
)
)

Signature in the name of the company

8 Whistler Square Limited

Signature of Authorised signatory

.....



.....

Executed as a deed by **9 Whistler Square Limited**, a company incorporated in Jersey, acting by **John Perestrelo**, who, in accordance with the laws of that territory, is acting under the authority of the company

)
)
)
)
)
)
)

Signature in the name of the company

9 Whistler Square Limited

Signature of Authorised signatory



.....

Executed as a deed by **1 Mulberry**)
Square Limited, a company incorporated)
in Jersey, acting by,*, who, in accordance)
with the laws of that territory, is acting)
under the authority of the company)

* John Perestrelo

Signature in the name
of the company

1 Mulberry Square Limited

Signature of Authorised signatory

... [REDACTED] ...

Executed as a deed by **CB Phase 1**)
Retail Limited, a company incorporated)
in Jersey, acting by **John Perestrelo** ,)
who, in accordance with the laws of that)
territory, is acting under the authority of)
the company)

Signature in the name
of the company

CB Phase 1 Retail Limited

Signature of Authorised signatory

.....

The Security Agent

Signed for and on behalf of)
HSBC Corporate Trustee Company)
(UK) Limited:)

□ □ □ □ □