



**Registration of a Charge**

Company name: **ANSCO FINANCE 2011 LIMITED**

Company number: **07665949**



X6DA7VEJ

Received for Electronic Filing: **21/08/2017**

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**Details of Charge**

Date of creation: **18/08/2017**

Charge code: **0766 5949 0004**

Persons entitled: **LLOYDS BANK PLC AS SECURITY TRUSTEE**

Brief description: **NONE.**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **ASHURST LLP**



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

Company number: 7665949

Charge code: 0766 5949 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th August 2017 and created by ANSCO FINANCE 2011 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st August 2017 .

Given at Companies House, Cardiff on 23rd August 2017

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

EXECUTION VERSION

DATED: 18 August 2017

Ansco Finance 2011 Limited

as Grantor

and

Lloyds Bank plc

as Security Agent and secured party

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SECURITY INTEREST AGREEMENT

in relation to contract rights in or pursuant to certain loan agreements

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CAREY OLSEN

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THIS AGREEMENT is made the 8th day of August 2017

**BETWEEN:**

- (1) **ANSCO FINANCE 2011 LIMITED** a company incorporated in England & Wales with registered number 07665949 and having its registered office at The O2, Peninsula Square, London SE10 0DX (the "Grantor"); and
- (2) **LLOYDS BANK PLC** as security trustee for the Secured Parties (as defined below) (the "Security Agent").

**WHEREAS:**

- (A) The Grantor enters into this Agreement as a condition precedent to the amendment of the Original Facility Agreement (as defined below).
- (B) The Grantor and the Security Agent intend this Agreement to be a security agreement for the purposes of the Law (as defined below).

**IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1** In this Agreement, unless the context otherwise requires:

"advance"	has the meaning given to that word in Article 33(4) of the Law;
"Affected Securities"	means the Securities which from time to time comprise or are included in the Collateral;
"after-acquired property"	has the meaning given to that expression in the Law and includes future collateral as referred to in Article 18(2)(c) and (d) of the Law;
"this Agreement"	extends to every separate and independent stipulation contained herein and includes the Recitals and Schedules and any amendment, variation, supplement, replacement, restatement or novation which is for the time being in effect;
the "Amendment Agreement"	means an amendment and restatement agreement between, amongst others, The Waterfront Limited Partnership, acting through its general partner, Waterfront GP Limited (as borrower) and Lloyds Bank plc (as arranger, bookrunner, lender, original hedge counterparty, facility agent and

	security agent) dated on or about the date of this Agreement;
"Bail-In Action"	means the exercise of any Write-down and Conversion Powers;
"Bail-In Legislation"	means: <ul style="list-style-type: none"> <li>(a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time; and</li> <li>(b) in relation to any other state, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation;</li> </ul>
"Bankrupt" and "Bankruptcy"	include the meanings given to those words by Article 8 of the Interpretation (Jersey) Law, 1954 as well as any other state of bankruptcy, insolvent winding up, administration, receivership, administrative receivership or similar status under the laws of any relevant jurisdiction;
"Borrower"	means the borrower under the terms of the Facility Agreement;
"Business Day"	has the meaning given to that term in the Facility Agreement;
the "Collateral"	means: <ul style="list-style-type: none"> <li>(a) the Contract Rights;</li> <li>(b) the Loan Notes;</li> <li>(c) any other Securities in the Company that may from time to time be owned by the Grantor (being after-acquired property);</li> <li>(d) all Derivative Assets;</li> <li>(e) (where the context allows) any proceeds (that are</li> </ul>



	not Derivative Assets) of all such Securities and the Derivative Assets;
	(f) the proceeds of such Contract Rights; and
	(g) all the Grantor's right, title and interest from time to time to and in all such Securities, Loan Notes, Contract Rights and proceeds,
	including any after-acquired property falling within any of the above paragraphs of this definition;
the "Company"	means Rocket Estates Limited a company incorporated in Jersey with registered number 118909;
"Competing Rights"	means any security or other right of the Grantor (whether by way of set-off, counterclaim, subrogation, indemnity, contract, proof in liquidation, contribution or otherwise) exercisable against any person with a view to: <ul style="list-style-type: none"> <li>(a) the Grantor reducing any of the Grantor's liabilities under or in connection with this Agreement;</li> <li>(b) the Grantor obtaining reimbursement in respect of any of the Grantor's liabilities under or in connection with this Agreement; or</li> <li>(c) the Grantor having the benefit of, sharing in or enforcing any security for the reduction or reimbursement of any such liabilities;</li> </ul>
the "Confirmation"	means the confirmation to be given to the Security Agent by the Company substantially in the form set out in Schedule 1;
"Contract Rights"	means all right, title and interest and powers, present and future, of the Grantor to or in or pursuant to any Loan Agreement including the payment obligations and liabilities of the Company documented or evidenced by or otherwise due in respect of each Loan Agreement and/or each Loan Note Certificate;
"Control"	means "control" as that word is defined in Article 3(5) of the Law;

<b>"Default"</b>	has the meaning given to that term in the Facility Agreement;
<b>"Derivative Assets"</b>	means all Securities, dividends, distributions, interest or other property (whether of a capital or income nature) accruing, deriving, offered or issued at any time (including after-acquired property) by way of dividend, bonus, redemption, exchange, substitution, conversion, consolidation, subdivision, preference, option or otherwise that are attributable to any Affected Securities or any Derivative Assets previously described and all rights from time to time thereto but not including voting rights as separate from the Affected Securities;
<b>"EEA Member Country"</b>	means any member state of the European Union, Iceland, Liechtenstein and Norway;
<b>"Effective Date"</b>	has the meaning given to it in the Amendment Agreement;
<b>"Encumbrance"</b>	includes any security interest, mortgage, charge, pledge, assignment, title retention, lien, hypothec, trust arrangement, option or other third party interest or arrangement whatsoever which has the effect of creating security or another adverse right or interest;
<b>"English Security Assignment"</b>	means each of: <ul style="list-style-type: none"> <li>(a) an English law governed subordinated creditors' security agreement between, amongst others, the Grantor and the Security Agent dated 20 January 2016; and</li> <li>(b) an English law governed subordinated creditors' security agreement between, amongst others, the Grantor and the Security Agent dated on or about the date of this Agreement;</li> </ul>
<b>"EU Bail-In Legislation Schedule"</b>	means the document described as such and published by the Loan Market Association (or any successor person) from time to time;
<b>"Event of Default"</b>	means any of the events listed or referred to in Clause 9;
<b>the "Exchange Rate"</b>	means a rate of exchange between one currency and another which is determined by the Security Agent to be a reasonable



	market rate as at the time that the exchange is effected;
the "Existing Security Interest Agreement"	means the Jersey law governed Security Interest Agreement between the Grantor and the Security Agent dated 20 January 2016 in respect of certain of the Collateral;
the "Existing Security Interest Agreement Secured Obligations"	means the Secured Obligations as defined in the Existing Security Interest Agreement;
the "Facility Agreement"	means the Original Facility Agreement as amended and restated pursuant to the Amendment Agreement;
"Finance Document"	has the meaning given to that term in the Facility Agreement;
"Further Advance"	means "further advance" as that expression is defined in Article 33(4) of the Law, for the avoidance of doubt being of any amount or value, made for any purpose and whether or not contemplated by any party to this Agreement or any other Obligor when this Agreement is executed;
the "Grantor"	includes the successors or (as the case may be) heirs of the person named as the Grantor above;
"Group"	in relation to a corporate body means that corporate body, its subsidiaries, its holding bodies and any other subsidiaries of its holding bodies (and the expressions "subsidiaries" and "holding bodies" having the same meanings as in the Companies (Jersey) Law 1991);
"Interest"	means interest at the default rate specified in clause 8.4 of the Facility Agreement and in clause 2 of the Margin Letter (as applicable);
the "Law"	means the Security Interests (Jersey) Law 2012;
"Legal Reservations"	has the meaning given to that term in the Facility Agreement;
"Loan Agreement"	means any loan agreement or loan note between the Grantor (as lender or subscriber) and the Company (as borrower or issuer) as those Loan Agreements may be amended, supplemented or varied from time to time, together with any additional loan agreements or loan notes in any principal sum or currency that may from time to time be made or issued

between the Grantor and the Company on such terms as the Grantor and the Company may agree (and as such further loan agreements or loan notes may themselves be amended, supplemented or varied from time to time) and includes any such loan agreement or loan note whether documented or not and includes the Specified Loan Agreement;

**"Loan Notes"**

means the £54,888,451 fixed rate unsecured loan notes issued by the Company to the Grantor, and any additional loan notes issued by the Company to the Grantor that may from time to time be owned by the Grantor, pursuant to the Specified Loan Agreement;

**"Loan Note Certificate"**

means any certificate issued by the Company constituting the Loan Notes;

**"Loan Receivables"**

means all such Contract Rights as consist in the right, title and interest to and in any amount payable to the Grantor under any Loan Agreement and/or any Loan Note;

**"Margin Letter"**

has the meaning given to that term in the Facility Agreement;

**"Material Adverse Effect"**

has the meaning given to that term in the Facility Agreement;

**the "Notice"**

means the notice to be given to the Company substantially in the form set out in Schedule 2;

**"Obligor"**

has the meaning given to that term in the Facility Agreement;

**the "Original Facility Agreement"**

means the facility agreement of up to £185,200,000 between The Waterfront Limited Partnership, acting through its general partner, Waterfront GP Limited (as borrower) and Lloyds Bank plc (as arranger, bookrunner, original lender, original hedge counterparty, facility agent and security agent) dated 20 January 2016;

**"Permitted Payment"**

has the meaning given to that term in the Facility Agreement;

**"proceeds"**

has in relation to the (other) Collateral the meaning given to that word in the Law;

**"Required Currency"**

means the currency or currencies in which the Secured Obligations are for the time being expressed;

<b>"Resolution Authority"</b>	means any body which has authority to exercise any Write-down and Conversion Powers;
the <b>"Secured Obligations"</b>	means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and whether originally incurred by a Transaction Obligor or by some other person) of each Transaction Obligor to any Secured Party under each Finance Document and including for the avoidance of doubt any obligations and liabilities in respect of any Further Advances;
<b>"Secured Parties"</b>	has the meaning given to that term in the Facility Agreement;
the <b>"Security Agent"</b>	includes the successors and assigns of the person named as the Security Agent above;
<b>"Securities"</b>	include without limitation any property within the definition of "investment security" under Article 1 ( <i>Definitions</i> ) of the Law and, for the avoidance of doubt, includes the Loan Notes;
<b>"Security Interests"</b>	means the security interest(s) created by or for which provision is made in this Agreement;
<b>"Security Period"</b>	means the period beginning on the date of this Agreement and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been paid in full and none of the Security Agent nor any other Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Obligor;
<b>"Specified Loan Agreement"</b>	means a loan note instrument by the Company dated 2 September 2015 relating to loan notes issued by the Company to, amongst others, the Grantor;
<b>"Termination Date"</b>	has the meaning given to that term in the Facility Agreement;
<b>"Third Party Loan Notes"</b>	means the £54,888,451 fixed rate unsecured loan issued by the Company to Crosstree Real Estate Management Limited as general partner of Crosstree Real Estate Special Situations Fund L.P., and any additional loan notes issued by the Company to Crosstree Real Estate Management Limited as general partner of Crosstree Real Estate Special Situations Fund L.P. that may from time to time be owned by Crosstree

Real Estate Management Limited as general partner of Crosstree Real Estate Special Situations Fund L.P., pursuant to the Specified Loan Agreement;

"Transaction Documents" has the meaning given to that term in the Facility Agreement;

"Transaction Obligor" has the meaning given to that term in the Facility Agreement; and

"Write-down and Conversion Powers" means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and

(b) in relation to any other applicable Bail-In Legislation:

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

(ii) any similar or analogous powers under that Bail-In Legislation.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 the singular includes the plural and the masculine includes the feminine and neuter genders and *vice versa*;



- 1.2.2 references to a "**Recital**", "**Clause**" or "**Schedule**" are to a recital, clause or schedule of or to this Agreement;
- 1.2.3 references to any other agreement, instrument or document shall be construed as references to such agreement, instrument or document in force for the time being and as amended, varied, supplemented, replaced, restated or novated from time to time and including any (however fundamental) variation, increase, extension or addition of or to: (a) any such agreement, instrument or document (including any Finance Document); and/or (b) any facility or amount or value made available thereunder; and/or (c) any purpose thereof, and whether or not contemplated by any party to this Agreement or any other Transaction Obligor when this Agreement is executed;
- 1.2.4 references to any statutory provision are to such statutory provision as modified or re-enacted for the time being in force and include any analogous provision or rule under any applicable law;
- 1.2.5 references to a "**person**" include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- 1.2.6 words and expressions not otherwise defined in this Agreement shall be construed in accordance with the Facility Agreement and words and expressions not otherwise defined in this Agreement or in the Facility Agreement shall, if defined in the Law, be construed in accordance with the Law;
- 1.2.7 the Security Agent is "**the secured party**", the Grantor is "**the grantor**", the Collateral is the "**collateral**" and this Agreement is a "**security agreement**", for the purposes of the Law;
- 1.2.8 the Recitals and Schedules form part of this Agreement and shall have the same force and effect as if they were expressly set out in the body of this Agreement;
- 1.2.9 a reference in this Agreement to any assets includes, unless the context otherwise requires, present and future/after-acquired property;
- 1.2.10 to the extent that there is a conflict or inconsistency between the provisions of the Facility Agreement and this Agreement, the provisions of the Facility Agreement shall prevail, unless this would prejudice the security interests constituted or intended to be constituted by this Agreement, or be contrary to the requirements of the Law; and
- 1.2.11 an Event of Default is "**continuing**" if it has not been waived in writing by the Facility Agent.

- 1.3 Clause headings are inserted for convenience only and shall not affect the construction of this Agreement.

**2. CONFIRMATION OF EXISTING SECURITY INTEREST AGREEMENT**

- 2.1 For the avoidance of doubt, the Grantor confirms for the benefit of the Secured Parties that with effect from the Effective Date, the security interests constituted by or pursuant to the Existing Security Interest Agreement shall (a) remain in full force and effect notwithstanding the amendments referred to in clause 2 (*Amendment and restatement of facility agreement*) of the Amendment Agreement; and (b) continue to secure the Existing Security Interest Agreement Secured Obligations under the Finance Documents each as amended and/or restated from time to time (including, but not limited to, under the Facility Agreement as amended and/or restated from time to time).

- 2.2 As supplemented by this Agreement, the Existing Security Interest Agreement shall remain in full force and effect.

- 2.3 For the avoidance of doubt, any security interests created by or pursuant to the Existing Security Interest Agreement shall continue in full force and effect and shall not merge in any Security Interests created by this Agreement or be released, extinguished or affected in any way by the Security Interests constituted by or pursuant to this Agreement.

**3. CREATION, ATTACHMENT AND PERFECTION OF SECURITY INTERESTS**

- 3.1 The Grantor and the Security Agent hereby agree that the Security Agent shall have continuing first priority security interests in the Collateral (subject to the Existing Security Interest Agreement) as security for the Secured Obligations in accordance with the Law and that such security is hereby created.

- 3.2 To the intent that the Security Interests shall attach to the Collateral, the Grantor and the Security Agent hereby agree that:

3.2.1 in the case of Affected Securities represented by a certificate or certificates the Security Agent shall have Control of such Affected Securities for the purposes of Articles 3(5) and 18(1)(c)(i) of the Law by being (at the option of the Security Agent) registered with the Company as the holder of the Affected Securities;

3.2.2 to the extent that the Security Agent shall not have Control of some or any of the Affected Securities represented by a certificate or certificates pursuant to Clause 3.2.1, the Security Agent shall have Control of such Affected Securities for the purposes of Articles 3(5) and 18(1)(c)(i) of the Law by being in possession of all certificates representing all such Affected Securities; and



- 3.2.3 in the case of Collateral that is not Affected Securities to which Security Interests have attached pursuant to Clauses 3.2.1 or 3.2.2 the Security Interests shall attach to such Collateral for the purposes of Article 18(1)(c)(ii) of the Law.
- 3.3 In accordance with Clause 3.2, and in order to facilitate the exercise of the Security Agent's rights under this Agreement, the Grantor has delivered together with this Agreement and shall ensure that in the future there shall promptly be delivered to the Security Agent or to its order:
- 3.3.1 the certificates representing all Affected Securities represented by a certificate or certificates;
- 3.3.2 instruments of transfer in respect of all Affected Securities represented by a certificate or certificates and in respect of which Security Interests are attached under Clause 3.2.2, duly executed by the holder but otherwise completed or partially completed in such manner as the Security Agent directs;
- 3.3.3 a copy (certified true and correct by a director or the secretary of the Company) of the register of holders of the loan notes issued by the Company pursuant to any Loan Agreement showing:
- (a) in the case of Affected Securities in respect of which Security Interests are attached under Clause 3.2.1, the Security Agent; and
- (b) in the case of Affected Securities in respect of which Security Interests are attached under Clause 3.2.2, the Grantor,
- as the registered holder of all Affected Securities represented by a certificate or certificates and in either case noting the interest of the Security Agent pursuant to this Agreement; and
- 3.3.4 the Confirmation, signed by a director or other duly authorised signatory of the Company.
- 3.4 Immediately upon the execution of this Agreement the Grantor will execute the Notice, send such Notice to the Security Agent and, on execution of such Notice by the Security Agent, promptly deliver it to the Company and procure completion and delivery to the Security Agent of the acknowledgement thereof by the Company in order to facilitate the exercise of the Security Agent's rights under this Agreement.
- 3.5 Upon entry into any Loan Agreement by the Grantor after the date of this Agreement, the Grantor will promptly provide a certified copy of that Loan Agreement to the Security Agent.
- 3.6 In accordance with Articles 18 (*Attachment: general rule*) and 19 (*After-acquired property*) of the Law, the Security Agent and the Grantor hereby agree that the Security Interests shall attach:

- 3.6.1 to the extent that the Collateral does not constitute after-acquired property, to such Collateral immediately upon execution of this Agreement; and
  - 3.6.2 to the extent that the Collateral constitutes after-acquired property, to such Collateral immediately on the acquisition of rights in such Collateral by the Grantor without the need for any specific appropriation of the property by the Grantor.
- 3.7 To the intent that the Security Interests shall be perfected in accordance with the Law the Security Agent and the Grantor hereby agree that:
  - 3.7.1 the Security Interests in the Affected Securities represented by a certificate or certificates shall be perfected by the Security Agent having Control of such Collateral pursuant to Clause 3.2.1 or 3.2.2 and/or (at the option of the Security Agent) by registration of a financing statement in accordance with Article 22(4) of the Law;
  - 3.7.2 the Security Interests in any Affected Securities not represented by a certificate or certificates shall be perfected by registration of a financing statement in accordance with Article 22(4) of the Law;
  - 3.7.3 the Security Interests in Collateral that is not proceeds shall be perfected by registration of a financing statement in accordance with Article 22(4) of the Law; and
  - 3.7.4 the Security Interests in proceeds shall, without prejudice to the operation of Article 26 (*Temporary perfection of security interests in proceeds*) of the Law, be perfected by registration of a financing statement in accordance with Article 25 (*Continuous perfection of security interests in proceeds*) of the Law.
- 3.8 The Security Agent may, subject only to the Law, at any time (without exercising the power of enforcement) cause or require any person on its behalf other than the Grantor to become the registered holder of any part of the Collateral and/or to have possession of the certificates representing the Affected Securities.
- 3.9 The Security Agent may complete a blank or partially completed instrument of transfer in such manner as for the time being appears appropriate to the Security Agent for the purpose of becoming registered under Clause 3.2.1 or otherwise facilitating the exercise of any of its rights under this Agreement and on the request of the Security Agent, the Grantor shall immediately procure entry of the transferee named in such instrument of transfer in the register of noteholders pursuant to any Loan Agreement.
- 3.10 The Grantor hereby agrees that the Security Agent may at any time and from time to time without the consent of the Grantor take any such further action as the Security Agent may deem necessary or desirable in order to give the Security Agent a continuing first priority security interest or interests in the Collateral under the Law that satisfies the requirements of the Law as to attachment and perfection.

- 3.11 If the Grantor has not already provided such a copy to the Security Agent, the Grantor will promptly after the execution of this Agreement and as a continuing obligation during the Security Period provide a certified copy of (or full details of (in the case of an undocumented Loan Agreement)) each Loan Agreement to the Security Agent.
- 3.12 The Grantor covenants with and undertakes to the Security Agent acting for itself and on behalf of the other Secured Parties to pay and discharge the Secured Obligations when due.
- 3.13 The Security Agent hereby agrees that notwithstanding Clauses 3.2.1, 3.8 and 3.9, it (or its nominee) shall not become registered as holder of the Affected Securities in the register of holders of loan notes issued by the Company pursuant to any Loan Agreement unless and until an Event of Default has occurred and is continuing.
- 3.14 The Grantor acknowledges that, for the purposes of Article 18(1)(a) of the Law, value has been given.
- 3.15 The Grantor's covenant to pay as detailed in Clause 3.12 above shall be limited to an amount equal to the proceeds of enforcement of or application over the Collateral and shall be satisfied only from those proceeds. The Secured Parties shall have no remedy against the Grantor in relation to Clause 3.12 above other than the enforcement of the Security Interests created by this Agreement.

#### **4. FURTHER ASSURANCE AND POWER OF ATTORNEY**

- 4.1 The Grantor shall promptly (and at its own expense) do all such acts or execute all such documents (including supplemental or replacement security interest agreements, transfers, notices and instructions) as the Security Agent may specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
- 4.1.1 to perfect and/or protect the Security created or intended to be created under or evidenced by this Agreement or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to this Agreement or by law; and/or
- 4.1.2 to facilitate the realisation and/or enforcement of the Collateral.
- 4.2 The Grantor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Agreement.
- 4.3 Subject to Clause 4.4, the Grantor, by way of security, irrevocably and severally appoints the Security Agent, any Delegate and any person nominated for the purpose by the Security Agent or Delegate (in writing and signed by an officer of the Security Agent or Delegate) as its attorney

(with full power of substitution and delegation) in its name and on its behalf to execute, deliver and perfect any agreement or other instrument and to do any act or thing:

4.3.1 which the Grantor is required to do by the terms of this Agreement; and/or

4.3.2 which is for the purpose of enabling the exercise of any rights or powers conferred on the Security Agent by this Agreement or by law,

and the Grantor covenants with the Security Agent and any Delegate to ratify and confirm all such acts or things made, done or executed by that attorney.

4.4 The powers set out in Clause 4.3 may only be exercised following the occurrence of an Event of Default which is continuing.

## 5. REPRESENTATIONS AND WARRANTIES

5.1 The Grantor represents and warrants to the Security Agent on the date of this Agreement and represents on each day with reference to the facts and circumstances then existing, and continues to warrant on the date of each Utilisation Request, each Utilisation Date and the first day of each Interest Period:

5.1.1 that for the purposes of Article 18(1)(b) of the Law, the Grantor has rights in all of the Collateral and the power to grant rights in the Collateral to the Security Agent;

5.1.2 that, subject only to the Security Interests, the Existing Security Interest Agreement and each English Security Assignment, the Collateral is the Grantor's sole and absolute property free from any Encumbrance and that the Grantor's title to the Collateral is not liable to be challenged on any grounds;

5.1.3 that all Affected Securities have been duly issued and are fully paid (including any premium thereon) and that none is or will be subject to any options to purchase or sell or any similar rights or obligations;

5.1.4 that, except as may be created by this Agreement, there are and will be no restrictions or prohibitions on the transferability of or on the exercise of voting rights attached to any of the Affected Securities;

5.1.5 that the Grantor is duly incorporated and validly existing under the laws of its place of incorporation;

5.1.6 that the Grantor has good cause and full power, authority and competence to enter into and perform this Agreement and that it has duly obtained any authority, consent and approval which is necessary for it properly to do so;



- 5.1.7 that the Grantor is able to pay its debts as they fall due and that it will not be rendered unable to do so as a result of entering into and performing this Agreement;
- 5.1.8 that the Grantor has not been declared Bankrupt or suffered or instituted similar proceedings, nor has it committed any act indicative of insolvency under the laws of any jurisdiction or had any judgment taken against it in any court (nor has, to the best of its knowledge and belief, any similar proceedings been threatened against the Grantor);
- 5.1.9 subject to the Legal Reservations, that this Agreement constitutes legal, valid and binding obligations of the Grantor that are enforceable in accordance with their terms;
- 5.1.10 that the Grantor has not granted any power of attorney or similar right in respect of any rights or powers relating to the Collateral other than to the Security Agent under this Agreement, the Existing Security Interest Agreement and the English Security Assignment;
- 5.1.11 that the execution, delivery and performance by the Grantor of this Agreement do not and will not violate, cause a default under or in any other way conflict with:
- (a) any terms of the Grantor's memorandum and articles of association or other constitutional documents; or
  - (b) any agreement, indenture or other instrument entered into by the Grantor with or for the benefit of any other party or any licence, condition, judgment, decree, order, law, regulation, ordinance or other rule which for the time being is applicable to the Grantor;
- 5.1.12 that no governmental or regulatory approval, filing or registration (other than any registration of a financing statement under the Law in accordance with Clause 3 required in order to perfect a security interest that has not been perfected by another means) is required in order to give the Security Agent the full benefit of a continuing first priority security interest in all of the Collateral pursuant to the terms of this Agreement;
- 5.1.13 subject to the Legal Reservations, that all Security Interests will be recognised as attached and, for so long as the Security Agent does not relinquish Control of the Collateral and does not permit any registration made pursuant to Clause 3.7 to expire, perfected, first priority rights of security over the Collateral for the Secured Obligations in any Bankruptcy of the Grantor, subject to the Existing Security Interest Agreement;

- 5.1.14 that the Borrower has authorised the Grantor to agree on the Borrower's behalf to Clause 12.1 to the extent it extends to information about, or belonging to, the Borrower;
- 5.1.15 that the Grantor:
- (a) has disclosed all of its previous names (if any) to the Security Agent; and
  - (b) is not in the process of changing its name;
- 5.1.16 that the Affected Securities (together with the Third Party Loan Notes) insofar as comprising loan notes issued by the Company comprise all of the loan notes which have been issued by the Company pursuant to the Specified Loan Agreement and there is no other loan note instrument pursuant to which the Grantor holds any loan notes issued by the Company;
- 5.1.17 that, save for on insolvency, the laws and arrangements binding upon it, its constitutional documents cannot operate to require its termination, winding-up or other cessation until at least two years after the Termination Date;
- 5.1.18 that the Grantor's payment obligations under this Agreement shall rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally;
- 5.1.19 that there is no litigation, arbitration or administrative proceedings or investigations of, or before any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a Material Adverse Effect have been started or (to the best of its knowledge and belief (having made due and careful enquiry)) threatened against the Grantor;
- 5.1.20 that no limit on its powers will be exceeded as a result of the grant of the Security Interests or the transactions contemplated by the Transaction Documents to which it is a party;
- 5.1.21 that, subject to the Legal Reservations, the choice of the governing law of the Finance Documents to which it is a party will be recognised and enforced in its Relevant Jurisdictions;
- 5.1.22 that any judgment obtained in relation to a Finance Document to which it is a party in the jurisdiction of the governing law of that Finance Document will be recognised and enforced in its Relevant Jurisdictions;
- 5.1.23 that no Event of Default and, as at the date of this Agreement and each Utilisation Date, no Default is continuing or is reasonably likely to result from the making of any



Utilisation or the entry into, or the performance of, or any transaction contemplated by, any Transaction Document to which it is a party;

5.1.24 that no other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or a termination event (however described) under any other agreement or instrument which is binding on it or to which any of its assets are subject which has or is reasonably likely to have a Material Adverse Effect;

5.1.25 that no event or circumstance or series of events or circumstances have occurred which has or is reasonably likely to have a Material Adverse Effect; and

5.1.26 that the copy of any Loan Agreement and any Loan Note Certificate provided by (or on behalf of) the Grantor to the Security Agent is complete and correct in all respects.

5.2 The Grantor acknowledges that the Security Agent has entered into this Agreement in reliance on the representations and warranties set out in this Clause 5.

## **6. COVENANTS AND UNDERTAKINGS**

6.1 The Grantor covenants with and undertakes to the Security Agent to the intent that the same shall be continuing covenants and undertakings until the Security Agent's security interest in the Collateral is wholly discharged:

6.1.1 that the Grantor shall immediately on request provide to the Security Agent all information that the Security Agent requires in order to register any financing statement or financing change statement in accordance with Clause 3.7 or any other provision of this Agreement and pay on demand the costs of registering such financing statement or financing change statement for such period or periods as the Security Agent shall in its discretion deem appropriate;

6.1.2 not to (and not to attempt to) sell, create any Encumbrance over, withdraw, disburse, pay, assign, transfer or otherwise dispose of or deal with the Collateral or any interest in the Collateral (other than by or pursuant to this Agreement or as permitted by the Facility Agreement);

6.1.3 promptly to give to the Security Agent copies of any notices or other communications or other documents (including, without limitation, any report, accounts, circular or resolution or proposed resolution) received by it with respect to, or which might affect, the Collateral together with a statement that any such notice, communication or other document relates to the subject matter of this Agreement;

- 6.1.4 promptly to pay all calls and other payments due in respect of the Collateral without cost to the Security Agent;
- 6.1.5 promptly to pay any amounts due by the Grantor under or pursuant to the Loan Agreement without cost to the Security Agent;
- 6.1.6 that the Grantor shall remain liable to observe and perform all of the other conditions and obligations assumed by it or by which the Grantor is bound in respect of any of the Collateral and pursuant to each Loan Agreement, notwithstanding the method by which the Security Interests may have attached or been perfected;
- 6.1.7 to procure that without the prior written consent of the Security Agent:
  - (a) no other Loan Notes are issued by the Company to any person (other than the Grantor or the holder of the Third Party Loan Notes);
  - (b) no change is made to any Loan Agreement or any Loan Note Certificate or to the terms of issue of any Affected Securities or any rights attaching thereto; and
  - (c) the Company does not enter into any transaction other than on arm's length commercial terms;
- 6.1.8 to provide, or procure the provision of, such financial and other information relating to the Grantor or the Company or the Collateral as the Security Agent may from time to time reasonably require;
- 6.1.9 that, except pursuant to the terms of this Agreement and the Existing Security Interest Agreement, there are and will be no restrictions on the transferability of, or on the voting rights attached to, the Affected Securities;
- 6.1.10 not to take or permit the taking of any action which may result in any rights, terms, conditions, agreements or arrangements in respect of or applicable to the Collateral being breached, amended or replaced in any respect;
- 6.1.11 that the Grantor shall not take any steps to commence any Bankruptcy or insolvency procedure or process of or relating to the Company or itself or in respect of any assets of the Company or the Grantor (other than, in the case of the Grantor only, with the prior written consent of the Security Agent);
- 6.1.12 that, other than as provided for in the Facility Agreement or in favour of the Security Agent, the Grantor shall not create, confer or enter into, or enforce or take the benefit of (or attempt to enforce or take the benefit of), any contractual rights or obligations of set-off or netting with respect to the Collateral;

- 6.1.13 that the Grantor shall not change its name without first notifying the Security Agent in writing of the proposed new name not less than ten Business Days before the change takes effect;
  - 6.1.14 that unless the Security Agent otherwise agrees in writing, the Grantor shall forthwith procure the discharge of the registration of any security interest that is registered against it in relation to any Collateral (other than registration in respect of any Security Interest or pursuant to the Existing Security Interest Agreement);
  - 6.1.15 that the Grantor shall make such alterations to any Loan Agreement (excluding for these purposes the Specified Loan Agreement) as the Security Agent may reasonably require to protect the Security Interests and the rights and powers of the Security Agent under this Agreement and the Law; and
  - 6.1.16 that the Grantor shall not enter into any amalgamation, demerger, merger or corporate reconstruction.
- 6.2 The Grantor acknowledges that the Security Agent has entered into this Agreement in reliance on the covenants and undertakings set out in this Clause 6.

## **7. VOTING RIGHTS**

### ***Loan Notes***

- 7.1 Subject to the terms of the Facility Agreement and provided that an Event of Default is not continuing the Grantor may exercise or cause to be exercised all voting and other rights attaching thereto provided that the Grantor may not exercise any such voting or other rights or powers in a manner which is inconsistent with any Finance Document or which may be prejudicial to the interests of the Secured Parties under this Agreement.
- 7.2 Whilst an Event of Default is continuing the Security Agent may (but without any obligation to do so or liability for failing to do so) exercise, refrain from exercising or disclaim any right to exercise all voting and other rights attaching thereto in such manner as the Security Agent in its absolute discretion thinks fit. Any exercise of such voting rights may only be for the purpose of preserving the value of the security given by this Agreement or facilitating the realisation of it. The Grantor will promptly comply with any such instruction given by the Security Agent in relation to the exercise of voting or other rights and powers. Any disclaimer of rights by the Security Agent will confer on the Grantor the authority to exercise the disclaimed right, as if an Event of Default was not continuing, in accordance with Clause 7.1.

### ***Contract Rights***

- 7.3 Without prejudice to the other provisions of this Agreement, including but not limited to those of Clauses 3 and 6 and 8, until an Event of Default has occurred and is continuing the Grantor is

authorised to exercise rights constituting or included in the Contract Rights provided that such rights must not be exercised in a manner which is inconsistent with any Finance Document or which may be prejudicial to the interests of the Secured Parties under this Agreement.

7.4 The authority in Clause 6.1 shall in no way constitute the Grantor the agent of the Security Agent.

7.5 Following the withdrawal of such authority, the Security Agent may (but without any obligation to do so or liability for failing to do so) exercise such Contract Rights as the Security Agent in its absolute discretion thinks fit in the name of and on behalf of the Grantor.

#### **8. DERIVATIVE ASSETS AND LOAN RECEIVABLES**

8.1 The Security Agent shall not have (and nor shall any nominee of the Security Agent have) any duty to take up any Derivative Assets or any Loan Receivables or to ensure that any such Derivative Assets or any such Loan Receivables are duly and punctually paid, received or collected as and when due and payable or to ensure that the correct amounts are paid, received or collected.

8.2 Subject to Clause 8.3, following an Event of Default which is continuing, if any Loan Receivables are offered to, distributed to or received by the Grantor (or its nominee) in respect of the Collateral the Grantor shall immediately notify the Security Agent and such Loan Receivables shall immediately be paid, delivered and transferred (as appropriate) to the Security Agent (or its nominee) and pending such payment, delivery or transfer such Loan Receivables:

8.2.1 shall be held by the Grantor (or its nominee) in trust for the Security Agent; and

8.2.2 shall be segregated from other property and funds of the Grantor (or such nominee).

8.3 Prior to the occurrence of an Event of Default which is continuing, the Grantor shall be entitled to receive all Loan Receivables, provided that they constitute a Permitted Payment.

8.4 Subject to Clause 8.5, the terms of the Facility Agreement and provided that an Event of Default is not continuing, the Grantor may receive and retain all Derivative Assets, provided that they constitute a Permitted Payment.

8.5 Whilst an Event of Default is continuing, the Security Agent shall be entitled to receive and retain all Derivative Assets.

8.6 Until such application, dividends, interest and other Derivative Assets of an income nature shall remain part of the Collateral. To the extent that any Derivative Assets are received by the Grantor that are not Permitted Payments, the Grantor will hold the same on trust for the Security Agent and shall promptly pay the same to the Security Agent.



- 8.7 For the avoidance of doubt, a security interest in Affected Securities shall itself encompass all Derivative Assets which are considered as a matter of law to be a composite part of such Affected Securities

9. **EVENTS OF DEFAULT**

Any Event of Default as defined in the Facility Agreement shall be an Event of Default for the purposes of this Agreement.

10. **ENFORCEMENT BY THE SECURITY AGENT**

- 10.1 The Security Agent's power of enforcement over the Collateral shall become exercisable immediately upon the occurrence of an Event of Default which is continuing, provided that the Security Agent has served on the Grantor written notice specifying the Event of Default.

- 10.2 Subject only to the Law, the Security Agent may exercise the power of enforcement in respect of the Security Interests in any manner permitted by or not in conflict with the Law, including, without limitation, by the Security Agent or some person on its behalf:

10.2.1 appropriating all or some of the Collateral (whether in one or a number of transactions and whether simultaneously or in series);

10.2.2 selling all or some of the Collateral (whether in one or a number of transactions and whether simultaneously or in series);

10.2.3 by taking any one or more of the following ancillary actions:

- (a) taking control or possession of all or any of the Collateral;
- (b) exercising any rights of the Grantor in relation to all or any of the Collateral;
- (c) instructing any person who has an obligation in relation to all or any of the Collateral to carry out that obligation for the benefit of the Security Agent (or to its order); and

10.2.4 exercising or applying any remedy set out in this Clause 10.2.4 (such remedies being exercisable pursuant to the power of enforcement) to the extent that such remedy is not in conflict with the Law:

- (a) directing from time to time the Grantor as to how it shall exercise or cause to be exercised all or any voting and other rights attaching to all or any Affected Securities;
- (b) directing the Grantor as to the disposal of all or any of the Collateral, including, where appropriate specifying the person(s) who are to acquire such Collateral, the terms upon and manner in which such disposal(s) shall take place, including

the price or other cause or consideration (whether payable immediately, by instalments or otherwise deferred); and directing the mode of application of the proceeds of such disposal(s) in such manner as the Security Agent shall in its absolute discretion determine, including by way of sale to a third party, to the Security Agent or to an associate or nominee of the Security Agent.

- 10.3 (Subject only to the Law) for the purposes of this Agreement, references to the exercise of a "power of enforcement" shall include any method or process by which value is given, allowed or credited by the Security Agent for the Collateral against the Secured Obligations.
- 10.4 Where the power of appropriation or sale is exercised in relation to any non-monetary obligation, the "monetary value" (as referred to in Article 51 (*When does a surplus exist?*) of the Law) of such obligation shall be the loss or losses suffered by the Secured Parties by reason of non-performance of such obligation (including as such obligation is owed, or also owed, to any other person), including, without limitation, any such loss(es) as calculated and set out in a certificate submitted to the Grantor by the Security Agent.
- 10.5 The Security Agent may at any time and from time to time exercise one or more than one of the powers set out in Clause 10.2, in whatever order and combination as the Security Agent thinks fit.
- 10.6 In accordance with Article 44(4) of the Law, the Security Agent and the Grantor hereby agree that notice need not be given under Article 44 (*Notice of appropriation or sale of collateral*) of the Law to the Grantor.
- 10.7 Subject only to the Law, the Security Agent may at its discretion:
- 10.7.1 exercise its power of enforcement in respect of the Security Interests over any part of the Collateral without reference to the time, manner, *cause*, consideration or Exchange Rate that may be/has been applicable to such exercise in respect of any other part of the Collateral; and
  - 10.7.2 refrain from exercising its power of enforcement in respect of the Security Interests over any one part of the Collateral notwithstanding that it shall have exercised such power over any other part of the Collateral.
- 10.8 No person dealing with the Security Agent shall be concerned to enquire as to the propriety of exercise of any power of enforcement in respect of the Security Interests (including, without limitation, whether any Security Interest has become enforceable, whether any of the Secured Obligations remain due, as to the necessity or expediency of any conditions to which a sale or other disposition is made subject or generally as to the application of any monies representing the proceeds of enforcement of the Security Interests in respect of the Collateral). Each such dealing shall be deemed in favour of such person to be valid, binding and effectual.



- 10.9 To the fullest extent permitted by law, the Security Agent shall be under no liability to the Grantor for any failure to apply and distribute any monies representing the proceeds of enforcement of the Security Interests in respect of the Collateral in accordance with the Law if the Security Agent applies and distributes such monies in good faith without further enquiry and in accordance with the information expressly known to it at the time of application and distribution.
- 10.10 In accordance with Article 54(5)(a) of the Law, the Security Agent and the Grantor hereby agree that the Grantor shall not have any right of reinstatement pursuant to Article 54(4) of the Law or otherwise.
- 10.11 The Security Agent is not obliged to marshal, enforce, apply, appropriate, recover or exercise any security, guarantee or other right held by it, or any moneys or property that it holds or is entitled to receive, before the power of enforcement is exercised.
- 10.12 The Security Agent will be accountable (and the Grantor is entitled to be credited) only for actual value or proceeds realised by the Security Agent arising from the appropriation, sale or other realisation of any Collateral by the Security Agent.

#### **11. INDEMNITIES AND INTEREST**

The Security Agent executes this Agreement as security agent in the exercise of the rights, powers and authority conferred and vested in it under the Facility Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Agreement in the manner provided for in the Facility Agreement and, in so acting, the Security Agent shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facility Agreement and the other Finance Documents.

#### **12. ASSIGNMENT AND SUCCESSION**

- 12.1 The Security Agent may grant a participation in or make an assignment or transfer or otherwise dispose of, the whole or any part of its rights and benefits under this Agreement and in particular (without limitation) the benefit of any Security Interest in accordance with clause 28 (*Role of the Facility Agent, the Security Agent, the Arranger and the Reference Banks*) of the Facility Agreement and appoint such assignee and/or transferee as a new and successor security trustee of the trusts under this Agreement. For the purpose of any such participation, assignment, transfer or disposal the Security Agent may disclose information about the Transaction Obligors and the financial condition of the Transaction Obligors as shall have been made available to the Security Agent by or on behalf of the Transaction Obligors or which is otherwise publicly available.
- 12.2 The Security Interests and other rights of the Security Agent arising under this Agreement shall remain valid and binding notwithstanding any amalgamation, reorganisation, merger or

redomiciliation by or involving the Security Agent and shall inure for the benefit of the Security Agent's successors.

- 12.3 The Grantor may not assign or transfer all or any part of its rights, benefits and or obligations under this Agreement.

**13. SET-OFF**

- 13.1 Subject to Clause 3.12 above, the Security Agent may, without notice to the Grantor and both before and after demand, apply any credit balance which is at any time held by any office or branch of the Security Agent for the account of the Grantor in or towards satisfaction of any sum then due and payable from the Grantor to the Security Agent.

- 13.2 For the purposes of exercising any rights under this Clause 13, or any rights under the general law, the Security Agent may convert or translate all or any part of such credit balance into another currency by applying the Exchange Rate.

- 13.3 The Security Agent is not obliged to exercise any of its rights under this Clause 13 and such rights are without prejudice and in addition to any rights under the general law.

- 13.4 In this Clause 13 the expression "**rights under the general law**" means any rights of set-off, combination or consolidation of accounts, lien or similar rights to which the Security Agent is entitled under any applicable law.

**14. SUSPENSE ACCOUNT**

- 14.1 The Security Agent may, in its discretion, place to the credit of a suspense account or impersonal account for so long as the Security Agent shall think fit, any monies received under or in connection with this Agreement in order to, amongst other things and as required by the Security Agent, preserve the rights of the Security Agent and the other Secured Parties to prove for the full amount of all claims against the Grantor or any other person.

- 14.2 The Security Agent may, at any time, apply any of the monies referred to in Clause 14.1 in or towards satisfaction of any of the Secured Obligations as permitted under the terms of the Facility Agreement.

**15. EXTINGUISHMENT OF SECURITY INTEREST(S)**

- 15.1 The Security Interests shall not be extinguished prior to the expiry of the Security Period.
- 15.2 Where the Secured Obligations include obligations as to any Further Advance, whether expressly or in terms, the Security Interests shall not be extinguished by the repayment of any current advance.

- 15.3 Upon expiry of the Security Period, the Security Agent shall, at the request and cost of the Grantor, take any action which is necessary to release the Security Interests and return any documentation delivered to the Security Agent pursuant to Clause 3.
- 15.4 Prior to the expiry of the Security Period, the Grantor shall not serve a demand that the Security Agent register a financing change statement discharging a registration of a financing statement in respect of a Security Interest made by the Security Agent under or in connection with this Agreement.
16. **MISCELLANEOUS**
- 16.1 The Security Agent may exchange or convert to the Required Currency any currency held or received at the Exchange Rate.
- 16.2 The Security Interests shall take effect as a security for the whole and every part of the payment or performance of the Secured Obligations.
- 16.3 The security created by this Agreement is independent of, and in addition to and will not merge with, be prejudicially affected by, or prejudicially affect, any other Security Interest or guarantee for any of the Secured Obligations now or subsequently held by the Security Agent or any person on its behalf or any other Secured Party.
- 16.4 The rights and remedies of the Security Agent under this Agreement may be exercised from time to time and as often as the Security Agent deems expedient and are in addition to and shall neither prejudice nor be prejudiced by any other security or right or remedy which is at any time available to the Security Agent or any other Secured Party (whether at law or pursuant to this Agreement, another agreement or the order of any court).
- 16.5 Any settlement or discharge between the Security Agent and the Grantor in respect of the Secured Obligations shall be conditional upon no security provided, or payment made, to the Security Agent or any other Secured Party by the Grantor or any other person being avoided or reduced by virtue of any provision of any enactment or law relating to Bankruptcy, winding-up or insolvency, including without limitation any such provision concerning "transactions at an undervalue", "fraudulent or voidable preferences", "preferences" or any provision similar or analogous thereto. If any such security or payment shall be so avoided or reduced, the Security Agent shall be entitled to recover the value or amount thereof from the Grantor as if no such settlement or discharge had taken place.
- 16.6 No delay, omission, time or indulgence on the part of the Security Agent (or any other Secured Party) in exercising any right or remedy under this Agreement shall impair that right or remedy or (in the absence of an express reservation to that effect) operate as or be taken to be a waiver of it; nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise of that or any other right or remedy. Without prejudice to the

generality of the foregoing, the Security Agent may exercise or refrain from exercising any of its rights and remedies independently in respect of different parts of the Collateral.

- 16.7 Where the Grantor comprises more than one person the liability of each of them shall be joint and several and every agreement, covenant and undertaking contained in this Agreement shall be construed accordingly.
- 16.8 Save as otherwise expressly provided in this Agreement and subject always to the Law, any liberty or power which may be exercised or any determination which may be made by the Security Agent may be exercised or made in the absolute and unfettered discretion of the Security Agent which shall not be under any obligation to give reasons.
- 16.9 The Grantor acknowledges that the Security Agent has no obligation to perform any of the obligations of the Grantor, including in respect of the Collateral, or to make any payments or to enquire as to the nature or sufficiency of any payments made by or on behalf of the Grantor or to take any other action to collect or enforce payment of amounts the Security Agent is entitled to under or pursuant to this Agreement in respect of any Collateral.
- 16.10 If at any time one or more of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect, that provision shall be severed from the remainder and the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way. In particular, without prejudice to the generality of the foregoing, no defect in respect of a Security Interest created or intended to be created over any part of the Collateral shall affect the Security Interest created over any other part.
- 16.11 No variation or amendment of this Agreement shall be valid unless in writing and signed by or on behalf of the Grantor and the Security Agent. Any waiver by the Security Agent of any Event of Default or other breach of terms of this Agreement, and any consent or approval given by the Security Agent for the purposes of this Agreement, shall also be effective only if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is granted.
- 16.12 The Grantor may not direct the application by the Security Agent of any sums received by the Security Agent under, or pursuant to, any of the terms of this Agreement or in respect of the Secured Obligations.
- 16.13 The Security Agent shall without prejudice to its other rights and powers under this Agreement be entitled (but not bound) at any time and as often as may be necessary to take any such action as it may in its discretion think fit for the purpose of protecting the Security Interests.
- 16.14 Any certificate submitted by the Security Agent to the Grantor as to the amount of the Secured Obligations or any other amount referred to in or arising under this Agreement shall, in the absence of manifest error, be conclusive and binding on the Grantor.



- 16.15 This Agreement may be executed in any number of counterparts each of which shall be an original but which shall together constitute one and the same instrument.
- 16.16 The Security Agent shall at no time be deemed to authorise impliedly or otherwise any dealing in the Collateral for the purposes of Article 24 (*Continuation of security interests in proceeds*) of the Law.
- 16.17 In accordance with Article 65 (*Applicant to pass on verification statement*) of the Law, the Grantor hereby irrevocably waives the right to receive a copy of any verification statement relating to any financing statement or financing change statement registered in respect of any Security Interest.
- 16.18 In accordance with Article 78 (*No fee for compliance with demand*) of the Law and without prejudice to Clause 11 and any other obligation under the Facility Agreement, the Grantor shall pay to the Security Agent on demand the Security Agent's fees reasonably and properly incurred (calculated in accordance with its standard scale of fees and charges from time to time), costs and expenses including, but not limited to, legal fees and expenses on solicitor and own client basis, in connection with any demand for registration of a financing change statement relating to a Security Interest served or purported to be served by any person at any time under or pursuant to Article 75 (*Demand for registration of financing change statement*) of the Law.
- 16.19 The Security Agent and/or any or all of the other Secured Parties may at any time without prejudicing its/their rights under this Agreement:
- 16.19.1 determine, reduce, increase or otherwise vary any credit to any person;
  - 16.19.2 give time for payment or grant any other indulgence to any person;
  - 16.19.3 renew, hold over or give up any bills of exchange, promissory notes or other negotiable instruments;
  - 16.19.4 deal with, exchange, release, modify or abstain from perfecting or enforcing any security, guarantee or other right which the Security Agent or any other Secured Party may now or at any time have from or against any person;
  - 16.19.5 compound with any guarantor or other person;
  - 16.19.6 do or omit to do any other act or thing the doing or omission of which, apart from this provision, would or might afford any defence to a surety.
- 16.20 The Grantor waives any right it may have (whether by virtue of the *droit de discussion*, *droit de division* or otherwise) to require that:
- 16.20.1 the Security Agent and/or any or all of the other Secured Parties, before enforcing this Agreement, take(s) any action, exercise(s) any recourse or seek(s) a declaration

of Bankruptcy against any Obligor or any other person, make(s) any claim in a Bankruptcy, liquidation, administration or insolvency of any person or enforce(s) or seek(s) to enforce any other right, claim, remedy or recourse against any Obligor or any other person;

16.20.2 the Security Agent and/or any or all of the other Secured Parties, in order to preserve any of their/its rights against the Grantor, join(s) the Grantor as a party to any proceedings against any other Obligor or any other person or any Obligor or any other person as a party to any proceedings against the Grantor or take(s) any other procedural steps; or

16.20.3 the Security Agent and/or any or all of the other Secured Parties divide(s) the liability of the Grantor under this Agreement with any Obligor or any other person.

16.21 The Grantor warrants that, as at the date of this Agreement, it has not taken, received or exercised any Competing Rights and agrees that it will not in the future take, receive or exercise any Competing Rights until the Security Agent has confirmed in writing to the Grantor that the Secured Obligations have been wholly discharged or until the Grantor is otherwise released by the Security Agent from its obligations under this Agreement.

16.22 If, notwithstanding Clause 16.21, any Competing Rights are taken, exercised or received by the Grantor, such Competing Rights and all monies or other property or assets received or held in respect thereof shall be held by the Grantor on trust for the Security Agent to be applied in or towards the discharge of the Grantor's liabilities under this Agreement and shall be transferred, assigned or, as the case may be, paid to the Security Agent promptly following the Security Agent's demand.

16.23 The Security Agent's rights under Clauses 16.19 to 16.22 are in addition to and shall not in any way derogate from or be prejudiced by any security held by the Security Agent (or any other Secured Party) from any person (including the Security Interests).

16.24 The Grantor hereby irrevocably consents and agrees to the processing by the Security Agent or any person on its behalf of any personal data (as defined in the Data Protection (Jersey) Law 2005) and inclusion of such information in any financing statement or financing change statement registered pursuant to the Law in connection with the Security Interests and/or this Agreement.

16.25 The Security Agent shall hold the benefit of this Agreement inclusive of, *inter alia*, the security interests, confirmations, representations and warranties and undertakings and covenants given by the Grantor in and pursuant to this Agreement upon trust for the Secured Parties on the terms and conditions of the Facility Agreement.

16.26 The Security Agent as trustee under this Agreement shall have the duties of a trustee set out or referred to in clause 28.4 of the Facility Agreement. All and any other duties and liabilities of a



trustee that would otherwise attach to the Security Agent as a trustee under or by reason of this Agreement are hereby excluded to the maximum extent permitted by law.

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

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

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

16.27.2 a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

## 17. COMMUNICATIONS

17.1 Any notice, demand or other communication to the Grantor under this Agreement shall be made in writing and may be delivered by post or facsimile as follows:

17.1.1 by post: to the Grantor's address specified above; and

17.1.2 by facsimile: 0207 757 7501

17.2 Every notice, demand or other communication despatched to the Grantor in accordance with this Clause 17 shall be deemed to have been received:

17.2.1 if sent by post, when it has been left at the Grantor's address specified above or five Business Days after being deposited in the post, postage prepaid, in an envelope addressed to the Grantor at that address; or

17.2.2 if sent by facsimile, when received in legible form.

17.3 The Grantor may by notice in writing to the Security Agent from time to time alter its postal, email or facsimile details for the purposes of this Clause 17.

## 18. GOVERNING LAW AND JURISDICTION

18.1 This Agreement shall be governed by and construed in accordance with the laws of the Island of Jersey and the parties hereby irrevocably agree for the exclusive benefit of the Security Agent

that the courts of the Island of Jersey are to have exclusive jurisdiction (without prejudice to Clauses 18.2 to 18.4) to settle any disputes which arise out of or in connection with this Agreement and that accordingly any suit, action or proceeding arising out of or in connection with this Agreement ("Proceedings") shall be brought in such court.

- 18.2 Nothing contained in this Agreement shall limit the right of the Security Agent to take Proceedings, serve process or seek the recognition or enforcement of a judgment or any similar or related matter against the Grantor in any convenient, suitable or competent jurisdiction nor shall the taking of any action in one or more jurisdiction preclude the taking of action in any other jurisdiction, whether concurrently or not.
- 18.3 The Grantor irrevocably waives (and hereby irrevocably agrees not to raise) any objection which it may have now or hereafter to laying of the venue of any Proceedings in any such court as referred to in this Clause, any claim that any such Proceedings have been brought in an inconvenient forum and any right it may have to claim for itself or its assets immunity from suit, execution, attachment or other legal process.
- 18.4 The Grantor further hereby irrevocably agrees that a judgment in any Proceedings brought in any such court as is referred to in this Clause shall be conclusive and binding upon the Grantor and may be enforced in the court of any other jurisdiction.

19. **AGENT FOR SERVICE**

The Grantor irrevocably appoints Rocket Estates Limited of 22 Grenville Street, St Helier, Jersey JE4 8PX to act as its agent to receive and accept on its behalf any process or other document relating to Proceedings brought in the Courts of the Island of Jersey.

## **SCHEDULE 1**

### **CONFIRMATION**

To: **LLOYDS BANK PLC** as security trustee for the Secured Parties (as defined below)  
  
(the "Security Agent")

Dear Sirs

In this Confirmation:

**"Derivative Assets"**

means all securities, dividends, distributions, interest or other property (whether of a capital or income nature) accruing, deriving, offered or issued at any time by way of dividend, bonus, redemption, exchange, substitution, conversion, consolidation, sub-division, preference, option or otherwise that are attributable to any Securities or to assets previously described and all rights from time to time thereto and including any after-acquired property falling within any of the foregoing;

the **"Existing Security Interest Agreement"**

means the Jersey law governed Security Interest Agreement between the Grantor and the Security Agent dated 20 January 2016 in respect of certain of, inter alia, the Securities;

**"Grantor"**

means AnSCO Finance 2011 Limited a company incorporated in England & Wales with registered number 07665949 and having its registered office at The Q2, Peninsula Square, London SE10 0DX;

**"Secured Parties"**

has the meaning given to that term in the facility agreement of up to £185,200,000 between The Waterfront Limited Partnership, acting through its general partner, Waterfront GP Limited (as borrower) and Lloyds Bank plc (as arranger, bookrunner, original lender, original hedge counterparty, facility agent and security agent) dated 20 January 2016 as amended and restated pursuant to an amendment and restatement agreement dated on or about the date of this Confirmation;

**"Securities"**

means the securities specified below; and

**"Security Agreement"**

means the security interest agreement between the Grantor and you as security trustee for the Secured Parties dated on or about the date of this Confirmation in relation to, amongst other things, the Securities and the Derivative Assets.

We confirm that:

1. as at the date of this Confirmation we have not had notice of any security interest (other than under the Security Agreement and the Existing Security Interest Agreement), mortgage, charge, pledge, assignment, title retention, lien, hypothec, trust arrangement, option or other third party interest or arrangement whatsoever which has the effect of creating security or another adverse right or interest affecting the Securities or the Derivative Assets;
2. we shall promptly notify you if we receive notice of any such matter in the future;
3. to the extent that it may prejudice or compete with the priority of any security granted to you by the Grantor we will not seek to enforce any lien or right of set off or other right that we may from time to time have over the Securities, the Derivative Assets or any proceeds (that are not Derivative Assets) of the Securities and Derivative Assets; and
4. if you wish your own name, or the name of such other person as you shall nominate, to be entered in the register of holders of loan notes as holder of any Securities, we shall promptly effect this upon receipt of a duly completed transfer notice.

This confirmation is given for *cause* and shall be governed by and construed in accordance with the laws of Jersey.

Yours faithfully

.....  
duly authorised

for and on behalf of

**ROCKET ESTATES LIMITED**

Date: 2017



## THE SECURITIES

£54,888,451 fixed rate unsecured loan notes issued by Rocket Estates Limited (the "Company") to the Grantor pursuant to a loan note instrument by the Company dated 2 September 2015 relating to loan notes issued by the Company to, amongst others, the Grantor and any additional loan notes issued by the Company to the Grantor that may from time to time be owned by the Grantor, all such securities being subject to the Security Agreement.



## SCHEDULE 2

### THE NOTICE

To: Rocket Estates Limited, 22 Grenville Street St Helier Jersey JE4 8PX (the "Company")

Date:

Dear Sirs

We, the undersigned, hereby give you notice that by a security interest agreement dated \_\_\_\_\_ 2017 (the "**Security Agreement**") Ansko Finance 2011 Limited (the "**Grantor**") and Lloyds Bank plc as security trustee for the Secured Parties (the "**Security Agent**") the Grantor has granted to the Security Agent security interests in all its right, title and interest and powers, present and future, to or in or pursuant to the loan agreements specified below (the "**Loan Agreements**") (the "**Contract Rights**"), including all such Contract Rights as consist in the right, title and interest, present and future, to and in any amount payable to the Grantor under the Loan Agreements (the "**Loan Receivables**") and any proceeds of all such Contract Rights and including any after-acquired property falling within any of the foregoing (the "**Collateral**").

From and including the date upon which the Security Agent notifies you to do so, you shall pay all Loan Receivables to the Security Agent or its nominee at its account, details of which will be notified to you from time to time (the "**Secured Party Account**").

This Notice may not be amended in any respect without the Security Agent's prior written consent.

Words and expressions not otherwise defined in this Notice shall be construed in accordance with the Security Agreement.

Please sign, date and forward the enclosed form of acknowledgement to the Security Agent (marked for the attention of Jenna Davidson).

This Notice shall be governed by and construed in accordance with the laws of Jersey.

Yours faithfully

.....  
*for and on behalf of*

**ANSKO FINANCE 2011 LIMITED**

.....  
*for and on behalf of*

**LLOYDS BANK PLC**

**as security trustee for the Secured Parties**

## THE LOAN AGREEMENTS

Each and every intercompany loan agreement or loan note, present and future, between the Grantor (as lender or subscriber) and the Company (as borrower or issuer) as any such agreement or note may be amended, supplemented, varied and/or restated from time to time; together with any additional or substituted loan agreement(s) or loan notes in any principal amount or currency that may from time to time be made between the Grantor (as lender or subscriber) and the Company (as borrower or issuer) on such terms as the Grantor and the Company may from time to time agree (and as such further loan agreement(s) or loan note(s) may thereafter be amended, supplemented or varied from time to time); and includes any such loan agreement or loan note whether documented or not, and includes, without limitation, the loan agreements or loan notes specified below:

	Loan Notes	Amount	Interest bearing?	Loan Agreement Counterparty
1.	An instrument dated 2 September 2015 by the Company constituting up to £200,000,000 fixed rate unlisted unsecured loan notes and a loan note certificate issued by the Company to the Grantor	£200,000,000	Interest-bearing	Rocket Estates Limited

## ACKNOWLEDGEMENT

To: **LLOYDS BANK PLC** as security trustee for the Secured Parties (as defined below)

150 Fountainbridge  
Edinburgh  
EH3 9PE  
United Kingdom

For the attention of Jenna Davidson

Date

Dear Sirs

We acknowledge receipt of the Notice given to us above.

We further confirm that:

1. from and including the date upon which you notify us to do so we shall pay all Loan Receivables to the Secured Party Account;
2. as at the date of this acknowledgement we have not had notice of any security interest (other than under the Security Agreement and the Jersey law governed Security Interest Agreement between the Grantor and the Security Agent dated 20 January 2016 in respect of certain of the Collateral), mortgage, charge, pledge, assignment, title retention, lien, hypothec, trust arrangement, option or other third party interest or arrangement whatsoever which has the effect of creating security or another adverse right or interest affecting the Collateral;
3. we shall promptly notify you if we receive notice of any such matter in the future; and
4. to the extent that it may prejudice or compete with the priority of any security granted to you by the Grantor we will not seek to enforce any lien or right of set off or other right that we may from time to time have over the Collateral.

To the extent that there is any restriction or prohibition under the Loan Agreements that would restrict or prohibit the grant of a security interest in the Collateral, we hereby irrevocably waive such restriction or prohibition with effect from and including the date of the Security Agreement.

Further, we undertake to comply with the terms of the Loan Agreements as the same may be amended or supplemented from time to time.

Words and expressions not otherwise defined in this acknowledgement shall be construed in accordance with the Notice.

This acknowledgement is given for *cause* and shall be governed by and construed in accordance with the laws of Jersey.

Yours faithfully

.....

*for and on behalf of*

**ROCKET ESTATES LIMITED**

The parties have duly executed this Agreement the day and year first above written.

**SIGNED**

for and on behalf of

**ANSCO FINANCE 2011 LIMITED**

**SIGNED**

for and on behalf of

**LLOYDS BANK PLC**

**as security trustee for the Secured Parties**

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