



Registration of a Charge

Company name: **POCKET LIVING PLEDGECO LTD**

Company number: **10821326**



X6DU1100

Received for Electronic Filing: **29/08/2017**

Details of Charge

Date of creation: **25/08/2017**

Charge code: **1082 1326 0001**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **NONE.**

Contains fixed charge(s).

Contains floating charge(s) .

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

Certified by:

DAISY LITTLE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10821326

Charge code: 1082 1326 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th August 2017 and created by POCKET LIVING PLEDGECO LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th August 2017 .

Given at Companies House, Cardiff on 31st 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

SECURITY AGREEMENT

DATED 25 August 2017

Between

POCKET LIVING PLEDGECO LIMITED

POCKET LIVING GAINSFORD ROAD LIMITED

POCKET LIVING WEST GREEN PLACE LIMITED

POCKET LIVING VARCOE ROAD LIMITED

POCKET LIVING WHITING AVENUE LIMITED

POCKET LIVING BOLLO LANE LIMITED

POCKET LIVING GARDNER CLOSE LIMITED

and

LLOYDS BANK PLC

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 25 August 2017 and made

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 as chargors (each a **Chargor**); and
- (2) **LLOYDS BANK PLC** as security trustee for the Common Secured Parties (as defined in the Intercreditor Agreement defined below) (the **Common Security Agent**).

BACKGROUND:

- (A) Each Chargor enters into this Deed in connection with the Intercreditor 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. INTERPRETATION

1.1 Definitions

In this Deed:

The terms **Account, Authorisation, Group, Insurances, Lease Document, Legal Reservations, Off-Site Materials, Perfection Requirements, Property and Subordinated Debt** have the meaning given to those terms in the Senior Facility Agreement.

Act means the Law of Property Act 1925.

Agreement for Lease means the agreement for lease dated 8 December 2015 and made between (1) the London Borough of Waltham Forrest and (2) Pocket Living (2013) LLP.

Common Secured Liabilities means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any Chargor to any Common Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

Debt Document means each of:

- (a) the Senior Finance Documents;
- (b) the HCA Mezzanine Finance Documents;
- (c) the GLA Mezzanine Finance Documents;
- (d) the Common Security Documents; and
- (e) any other document designated as such by the Common Security Agent and the Company.

Intercreditor Agreement means the intercreditor agreement dated on or about the date of this Deed between, among others, the Chargors and Lloyds Bank plc in various capacities, including as Common Security Agent.

Investments means

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

Liabilities means all present and future liabilities and obligations of any Chargor to any Creditor under the Debt Documents or to any Subordinated Creditor, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by any Chargor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, nonprovability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

Party means a party to this Deed.

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

Relevant Contract means:

- (a) each Development Document;
- (b) each land acquisition agreement that a Chargor may enter into at any time in respect of a Property;
- (c) each Lease Document;
- (d) each Unit Disposal Document;
- (e) the Agreement for Lease; and
- (f) any other document designated as such by the Common Security Agent and a Chargor.

Security Assets means all assets of each Chargor the subject of any security created by this Deed.

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

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

1.2 Construction

- (a) Capitalised terms defined in the Intercreditor Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clauses 1.2 (Construction) and 1.3 (Third Party Rights) of the Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Intercreditor Agreement will be construed as references to this Deed.
- (c) Any reference in this Deed to:
 - (i) a Debt Document or other agreement or instrument includes (without prejudice to any restriction on amendments) any amendment to that Debt Document or other agreement or instrument (as applicable), including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility;
 - (ii) any **rights** in respect of an asset include all amounts and proceeds paid or payable, all rights to make any demand or claim, and 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; and
 - (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 relation to that share, stock, debenture, bond or other security or investment;
 - (iv) **this Security** means any security created by this Deed; and
 - (v) an agreement, instrument or other document **to which it is a party** includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) The terms of the other Common Security Documents and of any side letters between any Parties in relation to any Common Security Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property

contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- (f) If the Common Security Agent considers (on the instructions of the Instructing Group) that an amount paid to a Common Secured Party under a Common Security Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

2. CREATION OF SECURITY

2.1 General

- (a) All the Security created under this Deed:
 - (i) is created in favour of the Common Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment and satisfaction of all the Common Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Common Security Agent holds the benefit of this Deed on trust for the Common Secured Parties under the terms of the Intercreditor Agreement.

2.2 Land

- (a) Each Chargor charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; and
 - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in this Clause to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings, fixed plant and machinery and Off-Site Materials on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

- (a) Each Chargor charges:

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

2.4 Off-Site Materials and Plant and machinery

To the extent that they are not the subject of a mortgage or first fixed charge under clause 2.2 above, each Chargor charges by way of a first fixed charge all Off-Site Materials and all plant and machinery owned by it and its interest in any Off-Site Materials and any plant or machinery in its possession.

2.5 Accounts

Each Chargor charges by way of a first fixed charge all of its rights in respect of any account (including any account contemplated by the Senior Facility Agreement or this Deed) it has with any person, any amount standing to the credit of that account and the debt represented by that account.

2.6 Book debts etc.

Each Chargor charges by way of a first fixed charge:

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

2.7 Insurances

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

2.8 Hedging

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

2.9 Other contracts

- (a) Subject to paragraph (c) below, each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - (i) under each Relevant Contract;
 - (ii) in respect of any rental income received under any Lease Document; and

- (iii) under any guarantee of rental income contained in or relating to any Lease Document.
- (b) Each Chargor charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.
- (c) If any right referred to in paragraph (a) above is not assignable or capable of assignment, each Chargor shall charge by way of a fixed first charge any right for which it has the benefit referred to in paragraph (a).

2.10 Miscellaneous

Each Chargor charges by way of first fixed charge:

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

2.11 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause 2.
- (b) Except as provided below, the Common Security Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Clause into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
 - (i) such action is permitted in accordance with Clause 8 (Enforcement of Common Transaction Security) of the Intercreditor Agreement; or
 - (ii) the Common Security Agent (acting reasonably) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause 2.11 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 section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Clause 2.11 will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed or the Common Security Agent receives notice of an intention to appoint an administrator.

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

3. REPRESENTATIONS – GENERAL

3.1 Nature of security

Each Chargor represents and warrants to each Common Secured Party that, subject to the Legal Reservations and the Perfection Requirements, this Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

3.2 Times for making representations

- (a) The representations and warranties set out in this Deed (including in this Clause 3) are made on the date of this Deed.
- (b) Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be made by each Chargor by reference to the facts and circumstances then existing on each date during the Security Period.
- (c) When a representation and warranty is repeated, it is applied to the facts and circumstances existing at the time of repetition.

4. RESTRICTIONS ON DEALINGS

No Chargor may:

- (a) create or permit to subsist any Security on any Security Asset; or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

except as expressly allowed under the Senior Facility Agreement and each Mezzanine Facility Agreement.

5. LAND

5.1 General

In this Clause:

Fixtures means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property.

Mortgaged Property means all freehold or leasehold property included in the definition of **Security Assets**.

5.2 Acquisitions

- (a) If a Chargor acquires any freehold or leasehold property on or after the date of this Deed it must:
 - (i) notify the Common Security Agent promptly;

- (ii) promptly following request by the Common Security Agent and at the cost of that Chargor, execute and deliver to the Common Security Agent a legal mortgage in favour of the Common Security Agent of that property in any form which the Common Security Agent may require;
- (iii) if the title to that freehold or leasehold property is registered at H.M. Land Registry or required to be so registered, give H.M. Land Registry written notice of this Security; and
- (iv) if applicable, ensure that this Security is correctly noted in the Register of Title against that title at H.M. Land Registry.

5.3 H.M. Land Registry

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M. 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 [] referred to in the charges register or their conveyancer. (Standard Form P)"

5.4 Deposit of title deeds

Each Chargor must, promptly following execution of this Deed or, if later, promptly following the acquisition any freehold or leasehold property after the date of this Deed:

- (a) deposit with the Common Security Agent all deeds and documents necessary to show good and marketable title to any property referred to in Clause 5.2 above (the **Acquisitions**);
- (b) procure that the Title Documents are held at the applicable Land Registry to the order of the Common 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 Common Security Agent for that purpose.

6. INVESTMENTS

6.1 Investments

Each Chargor represents and warrants to each Common Secured Party that:

- (a) its shares and, to the extent applicable, its other Investments, are fully paid;
- (b) its shares represent the whole of the issued share capital of each Chargor; and
- (c) it is the sole legal and beneficial owner of the Investments.

6.2 Deposit

Each Chargor must promptly following the execution of this Deed:

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

6.3 Changes to rights

No Chargor may take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further Investments being issued save as permitted in accordance with the Debt Documents.

6.4 Calls

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any Investment.
- (b) If a Chargor fails to do so, the Common Security Agent may (but is not obliged to) pay the calls or other payments on behalf of that Chargor. That Chargor must within five Business Days of demand reimburse the Common Security Agent for any payment made by the Common Security Agent under this Clause 6.4.

6.5 Other obligations in respect of Investments

- (a) Each Chargor must promptly copy to the Common Security Agent and comply with all requests for information which is within its knowledge and which is made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other constitutional document relating to any of its Investments. If it fails to do so, the Common Security Agent may (but is not obliged to) elect to provide such information as it may have on behalf of that Chargor.
- (b) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (c) The Common Security Agent is not obliged to:
 - (i) perform any obligation of a Chargor;
 - (ii) make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
 - (iii) 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 Investment.

6.6 Voting rights

- (a) Before this Security becomes enforceable in accordance with Clause 11.1 (Event of Default):

- (i) the Chargor may continue to exercise (or refrain from exercising) the voting rights and any other rights or powers in respect of its Investments;
 - (ii) if the voting rights or other rights or powers are exercisable by the Common Security Agent, the Common Security Agent must exercise (or refrain from exercising) them as the Chargor may direct in writing; and
 - (iii) all dividends, distributions or other income paid or payable in relation to the Investments must be paid to the Development Account.
- (b) The Chargor must indemnify the Common Security Agent against any cost, loss or liability incurred by the Common Security Agent as a consequence of the Common Security Agent acting (or refraining from acting) in respect of any Investments as directed by the Chargor.
- (c) After this Security has become enforceable in accordance with Clause 11.1 (Event of Default)):
- (i) the Common Security Agent may exercise (or refrain from exercising) (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any other rights or powers which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise; and
 - (ii) if any Investments remain registered in the name of the Chargor, the Chargor irrevocably appoints the Common Security Agent as its proxy to exercise the voting rights and other rights or powers in respect of the Investments.

6.7 Financial Collateral

- (a) To the extent that the assets mortgaged or charged under this Deed 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 (SI 2003 No. 3226)) the Common Security Agent will have the right after this Security has become enforceable in accordance with Clause 11.1 (Event of Default) to appropriate all or any part of that financial collateral in or towards the satisfaction of the Common Secured Liabilities.
- (b) Where any financial collateral is appropriated:
- (i) if the financial collateral is listed or traded on a recognised exchange its value will be taken as the value at which it could have been sold on the exchange on the date of appropriation; or
 - (ii) in any other case, the value of the financial collateral will be such amount as the Common Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it;

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

7. ACCOUNTS

7.1 Account Bank

In this Clause, **Account Bank** means a person with whom an Account is opened and maintained by a Chargor in England & Wales under the Senior Facility Agreement.

7.2 Book debts and receipts

(a) Each Chargor must get in and realise its:

- (i) Rental Income and other amounts due from tenants or any other occupiers of the Mortgaged Property; 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 below on trust for the Common Security Agent.

(b) Each Chargor must, except to the extent that the Common Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into an Account in accordance with the Senior Facility Agreement.

7.3 Notices of charge

(a) Each Chargor must:

- (i) promptly serve a (Notice to Account Bank) notice of charge as soon as an Account is opened, substantially in the form of Part 1 of Schedule 2 (Forms of Letter for Account Bank), on that Account Bank; and
- (ii) use its reasonable endeavours to ensure that each such Account Bank acknowledges the notice, substantially in the form of Part 2 (Acknowledgement of Account Bank) of Schedule 2 (Forms of Letter for Account Bank).

(b) Where the Security Agent is an Account Bank in relation to any Account in existence at the time of creation of security over it by this Deed, the execution of this Deed by the Security Agent will be treated as acknowledgement by the Security Agent (in its capacity as Account Bank) of notice of the security created by this Deed and its confirmation of the matters set out in Schedule 2 (Forms of Letter for Account Bank).

8. HEDGING

(a) Each Chargor must:

- (i) promptly serve a notice of assignment, substantially in the form of Part 1 of Schedule 2 (Forms of Letter to Hedge Counterparty), on each counterparty to a Hedging Agreement; and
- (ii) use its reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (Acknowledgement of Hedge Counterparty).

- (b) Where a party to this deed is a counterparty to a Hedging Agreement in existence at the time of creation of security over it by this Deed, the execution of this Deed by that party (in whatever capacity) will be treated as acknowledgement by it (in its capacity as counterparty to any relevant Hedging Agreement) of notice of the security created by this Deed and its confirmation of the matters set out in Schedule 3 (Forms of Letter to Hedge Counterparty).

9. RELEVANT CONTRACTS

9.1 Notices of assignment

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

- (a) promptly serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 6 (Forms of Letter for Relevant Contracts), on each counterparty to a contract listed in clause 2.9 (Other contracts); and
- (b) use its reasonable endeavours to procure that each such party acknowledges each such notice, substantially in the form of Part 2 of Schedule 4 (Forms of Letter for Relevant Contracts).
- (c) promptly serve a notice of assignment on entering into a Relevant Contract after the date of this Deed, substantially in the form of Part 1 of Schedule 4 (Forms of Letter for Relevant Contracts), on each counterparty that Relevant Contract; and
- (d) use its reasonable endeavours to ensure that each such party acknowledges each such notice substantially in the form of Part 2 of Schedule 4 (Forms of Letter for Relevant Contracts).

9.2 Chargors still liable

Each Chargor remains liable to perform all of its respective obligations under the Relevant Contracts. Neither the Common Security Agent nor any Receiver or Delegate shall be under any obligation or liability to any Chargor or any other person under or in respect of any Relevant Contract.

10. INSURANCES

Each Chargor must:

- (a) promptly serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 5 (Form of Letter of Insurances) on each counterparty to an insurance; and
- (b) use its reasonable endeavours to procure that each counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (Form of Letter of Insurances).

11. WHEN SECURITY BECOMES ENFORCEABLE

11.1 Event of Default

This Security will become immediately enforceable in accordance with clause 8 (Enforcement of Common Transaction Security) of the Intercreditor Agreement.

11.2 Discretion

After this Security has become enforceable in accordance with Clause 11.1 (Event of Default), the Common Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Instructing Group directs.

11.3 Statutory Powers

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

11.4 Restriction on Withdrawal of Dealing Authority

The Common Security Agent shall not be entitled to give any notice referred to in paragraph 4 of Schedule 2 Part 1 (Notice of Account Bank) of Schedule 2 (Forms of Letter for Account Bank) unless an Event of Default has occurred and is continuing or any of the circumstances described in paragraphs (b) or (d) of Clause 2.11 (Floating Charge) have arisen.

12. ENFORCEMENT OF SECURITY

12.1 General

- (a) For the purposes of all powers implied by statute, the Common 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 Common Security Agent are extended so as to authorise the Common Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Common Security Agent may think fit and without the need to comply with any provision of section 99 or 100 of the Act.

12.2 No liability as mortgagee in possession

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

12.3 Privileges

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

12.4 Protection of third parties

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

- (a) whether the Common Secured Liabilities have become payable;
- (b) whether any power which the Common 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 Debt Documents; or
- (d) how any money paid to the Common Security Agent or to that Receiver is to be applied.

12.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable Clause 11.1 (Event of Default), the Common 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 each Chargor.
- (b) Each Chargor must pay to the Common Security Agent, immediately on demand, the costs and expenses incurred by the Common Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

12.6 Contingencies

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

13. RECEIVER

13.1 Appointment of Receiver

- (a) Except as provided below, the Common Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable in accordance with Clause 11.1 (Event of Default); or
 - (ii) a Chargor so requests the Common Security Agent in writing at any time.
- (b) Any appointment under paragraph (a) above may be without any notice or further notice and may be made 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 Common 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 section 1A of the Insolvency Act 1986.

13.2 Removal

The Common Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed

by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

13.3 Remuneration

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

13.4 Agent of each Chargor

- (a) A Receiver will be deemed to be the agent of each 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. Each Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) No Common 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.

13.5 Relationship with Common 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 in accordance with Clause 11.1 (Event of Default) be exercised by the Common Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

14. POWERS OF RECEIVER

14.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 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 states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

14.2 Possession

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

14.3 Carry on business

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

14.4 Employees

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

14.5 Borrow money

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

14.6 Sale of assets

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

14.7 Leases

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

14.8 Compromise

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

14.9 Legal actions

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

14.10 Receipts

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

14.11 Subsidiaries

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

14.12 Delegation

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

14.13 Lending

A Receiver may lend money or advance credit to any customer of any Chargor.

14.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which any 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 thinks fit.

14.15 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary 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 would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any Chargor for any of the above purposes.

15. APPLICATION OF PROCEEDS

Any moneys received or recovered by the Common 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 Deed will be held and applied in accordance with clause 15 (Application of proceeds) of the Intercreditor Agreement.

16. EXPENSES AND INDEMNITY

- (a) immediately on demand, pay to each Common Secured Party the amount of all costs and expenses (including legal fees) incurred by that Common Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation (including, without limitation, any Environmental Law); and
- (b) keep each Common Secured Party indemnified against any failure or delay in paying those costs or expenses.

17. DELEGATION

17.1 Power of Attorney

The Common Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

17.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Common Security Agent or any Receiver may think fit.

17.3 Liability

Neither the Common Security Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

18. FURTHER ASSURANCES

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

- (a) creating, perfecting or protecting any Security intended to be created by this Deed; or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Common Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset.

This includes:

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Common Security Agent or to its nominee; or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Common Security Agent may think expedient.

19. LIABILITY OF COMMON SECURITY AGENT, RECEIVERS AND DELEGATES

19.1 Possession

If the Common Security Agent, any Receiver or any Delegate takes possession of the Security Assets in accordance with the provisions of this Deed, it or he may at any time relinquish possession. Without prejudice to Clause 19.2 (Common Security Agent's liability), the Common Security Agent shall not be liable as a mortgagee in possession by reason of viewing or repairing any of the present or future assets of any Chargor.

19.2 Common Security Agent's liability

- (a) The Common Security Agent executes this deed as security trustee for the Common Secured Parties in the exercise of the powers and authority conferred and vested in it under the Intercreditor Agreement and any other Debt Document. It will exercise its powers and authority under this Deed in the manner provided for in the Intercreditor Agreement and, in so acting, the Common Security Agent shall have the protections, immunities, rights, powers,

authorisations, indemnities and benefits conferred on it under and by the Intercreditor Agreement and the other Debt Documents.

- (b) Neither the Common Security Agent nor any Receiver or Delegate shall (either by reason of taking possession of the Security Assets in accordance with the provisions of this Deed or for any other reason and whether as mortgagee in possession or otherwise) be liable to any Chargor, any Common Secured Party or any other person for any costs, losses, liabilities or expenses (including legal fees), together with any applicable VAT, relating to the realisation of any Security Assets or from any act, default, omission or misconduct of the Common Security Agent, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Security Assets or in connection with the Common Security Documents except to the extent caused by its or his own gross negligence or wilful misconduct.

20. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Common Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the 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 in its absolute discretion may deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Common Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law which that Chargor is required to do by the terms of this Deed or by law but which has failed to do. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 20.

21. MISCELLANEOUS

21.1 Continuing Security

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

21.2 Covenant to pay

Each Chargor must pay or discharge the Common Secured Liabilities in the manner provided for in the Debt Documents.

21.3 Tacking

Each Senior Lender must perform its obligations under the Senior Facility Agreement before the Senior Discharge Date, each GLA Mezzanine Lender must perform its obligations under the GLA Mezzanine Facility Agreement before the GLA Mezzanine Discharge Date and the each HCA Mezzanine Lender must perform its obligations under the HCA Mezzanine Facility Agreement before the Final HCA Mezzanine Discharge Date (in each case, including any obligation to make available further advances).

21.4 New Accounts

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

- (b) If a Common 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 a Common Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Common Secured Liabilities.

21.5 Time deposits

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

- (a) this Security has become enforceable in accordance with Clause 11.1 (Event of Default); and
- (b) no Common Secured Liability is due and payable,

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

21.6 Notice of assignment

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 Common Security Document.

22. RELEASE

At the end of the Security Period and as otherwise provided under Clause 13 (Further Assurance – Disposals and Releases) of the Intercreditor Agreement, the Common Secured Parties must, at the request and cost of a Chargor, take whatever action is necessary to release and cancel the Security constituted by this Deed and procure the reassignment to that Chargor of the property and the assets assigned to the Common Security Agent pursuant to this Deed.

23. GOVERNING LAW AND JURISDICTIONS

- (a) This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- (b) 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**).
- (c) 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.
- (d) This Clause is for the benefit of the Common Secured Parties only. As a result, to the extent permitted by law:
 - (i) no Common Secured Party will be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction; and

- (ii) the Common Secured Parties may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1**CHARGORS**

Name of Chargor	Registered number	Address
Pocket Living Pledgeco Limited	10821326	14 Floral Street, London, United Kingdom, WC2E 9DH
Pocket Living Gainsford Road Limited	10821457	14 Floral Street, London, United Kingdom, WC2E 9DH
Pocket Living West Green Place Limited	10821484	14 Floral Street, London, United Kingdom, WC2E 9DH
Pocket Living Varcoe Road Limited	10821488	14 Floral Street, London, United Kingdom, WC2E 9DH
Pocket Living Whiting Avenue Limited	10821478	14 Floral Street, London, United Kingdom, WC2E 9DH
Pocket Living Bollo Lane Limited	10821476	14 Floral Street, London, United Kingdom, WC2E 9DH
Pocket Living Gardner Close Limited	10821453	14 Floral Street, London, United Kingdom, WC2E 9DH

SCHEDULE 2

FORMS OF LETTER FOR ACCOUNT BANK

PART 1

NOTICE TO ACCOUNT BANK

[On the letterhead of the Chargor]

To: [Account Bank]

Copy: [Common Security Agent] (as Common Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] 2017 between, amongst others, [Chargor]
and [Common Security Agent] (the Security Agreement)**

1. This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of **[Common Security Agent]** (as trustee for the Common Secured Parties as referred to in the Security Agreement, the Common Security Agent) all our rights in respect of any account, and any amount standing to the credit of any account, maintained by us with you (the **Accounts**).
2. We irrevocably instruct and authorise you to:
 - (a) disclose to the Common Security Agent any information relating to any Account requested from you by the Common Security Agent;
 - (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Common Security Agent;
 - (c) hold all sums standing to the credit of any Account to the order of the Common Security Agent; and
 - (d) in respect of any Account other than our account with [] (account number [], sort code []) (the **Development Account**), pay or release any sum standing to the credit of any such Account in accordance with the written instructions of the Common Security Agent.
3. We are not permitted to withdraw any amount from any Account other than the Development Account without the prior written consent of the Common Security Agent.
4. In respect of the Development Account, we are permitted to withdraw any amount from the Development Account for any purpose unless and until you receive a notice from the Common Security Agent to the contrary stating that we are no longer permitted to withdraw any amount from the Development Account without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the Development Account without the prior written consent of the Common Security Agent.

5. We acknowledge that you may comply with the instructions in this letter without any further permission from us.
6. The instructions in this letter may not be revoked or amended without the prior written consent of the Common Security Agent.
7. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
8. Please confirm your agreement to the above by sending the attached acknowledgement to the Common Security Agent at [address] with a copy to us.

Yours faithfully,

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

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

To: [Common Security Agent] (as Common Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] 2017 between, amongst others, [Chargor]
and [Common Security Agent] (the Security Agreement)**

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

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, any Account;
- (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;
- (d) will not permit any amount to be withdrawn from any Account other than the Development Account (as defined in the Notice) without your prior written consent; and
- (e) will comply with any notice we may receive from the Common Security Agent in respect of the Development Account.

The Accounts maintained with us are:

[Specify accounts and account numbers]

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

Yours faithfully,

.....
(Authorised signatory)
[Account Bank]

SCHEDULE 3
FORMS OF LETTER FOR HEDGE COUNTERPARTY

PART 1

NOTICE TO HEDGE COUNTERPARTY

To: [Hedge Counterparty]

Copy: [Common Security Agent] (as Common Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] 2017 between, amongst others, [Chargor]
and [Common Security Agent] (the Security Agreement)**

This letter constitutes notice to you that under the Common Security Agreement we assigned absolutely, subject to a proviso for re-assignment on redemption, to [Common Security Agent] (as trustee for the Common Secured Parties as referred to in the Security Agreement, the **Common Security Agent**) all our rights under any hedging agreements between you and us (the **Hedging Agreements**).

We irrevocably instruct and authorise you to:

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

The instructions in this letter apply until you receive notice from the Common Security Agent to the contrary and notwithstanding any previous instructions given by us. Thereafter, we will cease to have any right to deal with you in relation to the Hedging Agreements and therefore from that time you should deal only with the Common Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Common 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 Common Security Agent at [address] with a copy to us.

Yours faithfully,

.....
(Authorised signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF HEDGE COUNTERPARTY

To: [Common Security Agent] (as Common Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] 2017 between, amongst others, [Chargor]
and [Common Security Agent] (the Security Agreement)**

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

We confirm that we:

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

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

Yours faithfully,

.....
(Authorised signatory)

[Hedge Counterparty]]

SCHEDULE 4

FORMS OF LETTER FOR RELEVANT CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

To: [Contract party]

[Date]

Dear Sirs,

**Security Agreement dated [] 2017 between, amongst others, [Chargor]
and [Common Security Agent] (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to [] (the **Common 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 Common 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 under the Contract to us, unless and until you receive notice from the Common Security Agent to the contrary stating that the security has become enforceable in accordance with the terms of the Common Security Agreement. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Common Security Agent or as it directs.

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

The instructions in this letter may not be revoked or amended without the prior written consent of the Common 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 Common Security Agent at [address] with a copy to us.

Yours faithfully,

.....

[Chargor]

(Authorised signatory)

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: [Common Security Agent] as Common Security Agent

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] 2017 between, amongst others, [Chargor]
and [Common Security Agent] (the Security Agreement)**

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

We confirm that we

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

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

Yours faithfully,

.....
(Authorised signatory)
[Counterparty]

SCHEDULE 5
FORM OF LETTER OF INSURANCES

PART 1
NOTICE TO INSURER

To: [Insurer]

Copy: [Common Security Agent] (as Common Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] 2017 between, amongst others, [Chargor]
and [Common Security Agent] (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption, to [Common Security Agent] (as trustee for the Common Secured Parties as referred to in the Security Agreement, the **Common 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 Common 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 Common Security Agent in respect of the Insurance), unless and until you receive notice from the Common Security Agent to the contrary stating that the security under the Security Agreement has become enforceable in accordance with the terms of the Common Security Agreement. 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 Common 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 Common Security Agent in respect of the Insurance).

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

The instructions in this letter may not be revoked or amended without the prior written consent of the Common 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 Common Security Agent at [address] with a copy to us.

Yours faithfully,

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

PART 2

ACKNOWLEDGEMENT OF INSURER

To: [Common Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] 2017 between, amongst others [Chargor]
and [Common Security Agent] (the Security Agreement)**

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

We confirm that we:

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

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

Yours faithfully,

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

SIGNATORIES

The Chargors

EXECUTED as a **DEED** by)

POCKET LIVING PLEDGECO LIMITED)

acting by)



Director

In the presence of:

Witness's signature: 

Name: **LYDIA WRAW**

Address: **14 Floral Street, WC2E 9DH**

EXECUTED as a **DEED** by)

POCKET LIVING GAINSFORD ROAD LIMITED)

acting by)



Director

In the presence of:

Witness's signature: 

Name: **LYDIA WRAW**

Address: **14 Floral Street, WC2E 9DH**

EXECUTED as a DEED by)

POCKET LIVING WEST GREEN PLACE LIMITED)

acting by)

Director

In the presence of:

Witness's signature:

Name: *LYDIA WRAW*

Address: *14 Floral Street, WC2E9DH*

EXECUTED as a DEED by)

POCKET LIVING VARCOE ROAD LIMITED)

acting by)

Director

In the presence of:

Witness's signature:

Name: *LYDIA WRAW*

Address: *14 Floral Street, WC2E9DH*

EXECUTED as a DEED by)

POCKET LIVING WHITING AVENUE LIMITED)

acting by)

Director

In the presence of:

Witness's signature:

Name:LYDIA WRAW.....

Address:14 Floral Street, WC2E 9DM.....

EXECUTED as a DEED by)

POCKET LIVING BOLLO LANE LIMITED)

acting by)

Director

In the presence of:

Witness's signature:

Name:LYDIA WRAW.....

Address:14 Floral Street, WC2E 9DM.....

EXECUTED as a DEED by)

POCKET LIVING GARDNER CLOSE LIMITED)

acting by)



Director

In the presence of:



Witness's signature:

Name: *LYDIA WRAW*

Address: *14 Floral Street, WC2E 9D17*

The Common Security Agent

LLOYDS BANK PLC

By:

EXECUTED as a DEED by)

)

acting by)



Director

In the presence of:

Witness's signature:

Name: DAISY LITTLE

Address: ALLEN & OVERY LLP, ONE BISHOPS SQUARE,
E1 6AD