



Registration of a Charge

Company name: **LAND SECURITIES P L C**

Company number: **00551412**



X4BR7D80

Received for Electronic Filing: **16/07/2015**

Details of Charge

Date of creation: **16/07/2015**

Charge code: **0055 1412 0091**

Persons entitled: **LLOYDS BANK PLC**

Brief description:

Contains fixed 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: **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: **KAREN BOYD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 551412

Charge code: 0055 1412 0091

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th July 2015 and created by LAND SECURITIES P L C was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th July 2015 .

Given at Companies House, Cardiff on 17th July 2015

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

OMNIBUS SET-OFF AGREEMENT

between

LAND SECURITIES P L C
and Others

and

LLOYDS BANK PLC

To be presented for registration at Companies House
within 21 days of dating against all
the companies and limited liability partnerships
which are a party to this document.

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THIS OMNIBUS SET-OFF AGREEMENT is made on the 16 day of JULY 2015

BETWEEN:

- (1) **THE COMPANIES AND/OR LIMITED LIABILITY PARTNERSHIPS** the names, numbers and registered offices of which are specified in schedule 1; and
- (2) **LLOYDS BANK plc** (Registered number 2065) whose address for the purposes of this Agreement is at Lloyds Banking Group, Glasgow Securities Centre, 5th Floor, 110 St Vincent Street, Glasgow, G2 5ER (or at such other address as the Bank may from time to time notify to the Attorney in writing for this purpose)

in consideration of the Bank providing or continuing facilities, products or services or giving time or releasing any security or releasing any person from any obligation in respect of facilities, products or services to or at the request of any Company, whether alone or jointly with any other person or persons.

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, so far as the context admits, the following words and expressions shall have the following meanings:

"**Accounts**" means all the present and future accounts of the Companies with the Bank whether such accounts are in the sole name of any of the Companies or in the joint names of two or more of the Companies and includes accounts in the Bank's name with any designation which includes the name(s) of any one or more of the Companies and "**Account**" means any one of them;

"**Attorney**" means the Company named in Part I of schedule 1;

"**Bank**" means Lloyds Bank plc;

"**Companies**" means the Attorney and the other companies and/or limited liability partnerships named in schedule 1 (and such expression shall include any company and/or limited liability partnership executing a deed pursuant to sub-clause 15.1 but shall not include any company and/or limited liability partnership released pursuant to sub-clause 15.2 as from the date of release) and each or any of them severally and "**Company**" means any of them;

"**Credit Balance**" means any sum standing to the credit of an Account, whether in Sterling or any other currency or currency unit and the debt from time to time owing by the Bank represented by that sum and "**Credit Balances**" means all of them;

"**Liabilities**" means all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Companies to the Bank anywhere or for which any one or more of the Companies may be or become liable to the Bank (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) whether in Sterling or any other currency or currency unit and "**Liability**" means any one of them;

"**Set-Off Arrangements**" means the arrangements described in clause 2 (and in the corresponding clause in any deed supplemental to this Agreement); and

"**Sterling**" means the legal currency for the time being of the United Kingdom.

- 1.2 In this Agreement:

- (a) the expression "**Attorney**" "**Bank**" "**Company**" and "**Companies**" where the context admits includes their respective successors in title and/or assigns whether immediate or derivative;
- (b) unless the context requires otherwise:
 - (i) the singular shall include the plural and vice versa;

- (ii) any reference to a person shall include an individual, a company, corporation, limited liability partnership or other body corporate, a joint venture, society or unincorporated association, an organisation or body of persons (including a trust and a partnership) and any government, state, government or state agency or international organisation whether or not a legal entity. References to a person also include that persons successors and assigns whether immediate or derivative;
- (iii) the expression this "**Agreement**" shall mean this Omnibus Set-Off Agreement and shall extend to every separate and independent stipulation contained herein;
- (iv) any right, entitlement or power which may be exercised or any determination which may be made by the Bank under or in connection with this Agreement may be exercised or made in the absolute and unfettered discretion of the Bank and the Bank shall not be under any obligation to give reasons therefor;
- (v) references to any statutory provisions (which for this purpose means any Act of Parliament, statutory instrument or regulation or European directive or regulation or other European legislation) shall be deemed to include a reference to any modification, re-enactment or replacement thereof for the time being in force, all regulations made thereunder from time to time and any analogous provision or rule under any applicable law; and
- (vi) references to clauses, sub-clauses and schedules shall be references to clauses, sub-clauses and schedules of this Agreement;
- (c) each and every undertaking and liability of the Companies shall be joint and several on their part and this Agreement shall be construed accordingly;
- (d) any demand made under this Agreement on any Company shall be deemed to have been duly made on all the other Companies; and
- (e) except where expressly otherwise stated or where the context requires otherwise, each of the provisions of this Agreement shall apply both before and after any demand for payment under this Agreement.

1.3 The clause headings and marginal notes shall be ignored in construing this Agreement.

2. **SET-OFF AND CHARGE**

2.1 Without prejudice to any other provisions of this Agreement, the Companies jointly and severally agree that, in addition to any general lien, right of set-off or combination or consolidation or other right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Companies or any of them:

- (a) combine or consolidate all or any of the Accounts with all or any of the Liabilities; and
- (b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Liabilities.

2.2 Each Company with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of all the Liabilities.

2.3 In the event of:

- (a) any Company going into liquidation whether voluntary or compulsory;
- (b) a receiver being appointed of the whole or any part of the undertaking, property or assets of any Company;
- (c) an application for the appointment of an administrator of any Company being presented;
- (d) a voluntary arrangement being approved in relation to any Company; or
- (e) a notice of appointment of or notice of intention to appoint an administrator is issued by or in respect of any Company,

the Liabilities shall be deemed to have become presently due and payable without demand or further demand immediately before the making of the interim order or the presentation of the petition or

application or the passing of the resolution for such winding up or administration or the issuing of the notice of appointment of or notice of intention to appoint such administrator or the appointment of such receiver or the approval of such voluntary arrangement.

- 2.4 Each Company agrees with the Bank that it shall not (without the prior written consent of the Bank) assign, mortgage, charge, secure or otherwise confer upon any third party any right, title or interest in or to any Credit Balance, or otherwise dispose of any Credit Balance or agree to do any such thing, or allow any such third party right, title or interest to subsist (except in each case in favour of, or upon, the Bank).
- 2.5 Each Company shall at any time and at its cost if and when required by the Bank take all steps and do all such things as the Bank may consider to be necessary or desirable to give effect to and procure the perfection of the rights intended to be granted by this Agreement.
- 2.6 Each Company undertakes to notify the Bank of the occurrence of any of the events specified in sub-clause 2.3.

3. **FIXED TERM DEPOSITS**

The Bank may at any time and from time to time exercise the rights referred to in clause 2.1 with or without notice to any Company notwithstanding any other term or condition applying to the Accounts and notwithstanding that any Credit Balance may have been placed with the Bank for fixed or determinable periods of time.

4. **NO WITHDRAWALS**

Until all the Liabilities have been fully discharged and satisfied the Bank may at any time (including, without limitation, after the expiry of any fixed or determinable period of time during which a Credit Balance has been placed with the Bank) refuse to permit any withdrawal of the whole or any part of a Credit Balance (whether by dishonouring cheques or otherwise).

5. **NO LIABILITY**

The Bank shall not be liable for any loss occasioned to any Company by reason of the exercise of the Bank's powers under this Agreement including, without limitation, any loss of interest occasioned by any deposit being terminated without notice or before its maturity.

6. **CURRENCY CONVERSION**

The Bank may at the Bank's sole discretion from time to time and with or without notice to the Companies or any of them elect to convert the whole or any part of a Credit Balance into the currency or currencies of any Liability (deducting from the proceeds of the conversion any currency premium or other expense). The Bank may take any such action as may be necessary for this purpose, including without limitation opening additional Accounts. The rate of exchange shall be the Bank's spot rate for selling the currency of the Liability for the currency of such Credit Balance at or about 11.00 a.m. on the date the Bank exercises its right to combine or consolidate and/or to set-off or transfer.

7. **GUARANTEE**

- 7.1 Each of the Companies (in this capacity referred to as "Guarantor") hereby guarantees as a continuing security payment to the Bank of all the Liabilities (in the currency or respective currencies thereof) now or hereafter due, owing or incurred to the Bank from or by all or any one or more of the others of the Companies provided that none of the Guarantors shall be liable to make payment under this guarantee except to the extent of its Credit Balances for the time being.
- 7.2 It shall not be necessary for the Bank before exercising its rights under this Agreement to make demand upon or seek to obtain payment from any other Company.

8. **PRINCIPAL DEBTOR**

Any money and liabilities which, but for the circumstances set out in this clause 8, would form all or part of the Liabilities and which cannot be recovered or cannot for the time being be recovered by the Bank from the Companies or any of them for any reason whatsoever including (without prejudice to the generality of the foregoing):

- (a) any legal disability or incapacity of the Companies or any of them;
- (b) any invalidity or illegality affecting any of such money or liabilities;
- (c) any want of authority in any person purporting to act on behalf of the Companies or any of them;
- (d) any provision of bankruptcy or insolvency law;
- (e) the administration, liquidation or dissolution of the Companies or any of them or the inability of the Bank to make effective demand on the Companies or any of them as a result of such administration, liquidation or dissolution;
- (f) the passage of time by prescription or limitation or under any relevant Limitation Act;
- (g) any moratorium or any statute, decree or requirement of any governmental or other authority in any territory;
- (h) any inability of the Companies or any of them to acquire or effect payment in the currency or currency unit in which any of such money or liabilities are denominated or to effect payment in the place where any of such money or liabilities are or are expressed to be payable;
- (i) the making, implementation or effect of any arrangement whereby, notwithstanding that security taken by the Bank from any Company or any surety may be ranked ahead of security held by any third party, the Bank is obliged to account for any money received from or in respect of the Bank's security to such a third party or to share any such money with such a third party;
- (j) any event of force majeure or any event frustrating payment of such money and liabilities; or
- (k) any other event or circumstance (apart from payment or express release of a Liability) which would constitute or afford a legal or equitable discharge or release of, or defence to, a guarantor or indemnifier,

shall nevertheless be recoverable from each of the Companies as though it were a principal debtor in respect of an equivalent aggregate amount, whether any such reason, event or circumstance shall have been made known to the Bank before or after such money or liabilities were incurred and each of the Companies shall indemnify the Bank on demand against all cost, damage, expense and loss which the Bank may suffer or incur as a consequence of such inability to recover from any Company provided that none of the Companies shall be liable to make payment under this Agreement except to the extent of its Credit Balances for the time being.

9. **CONTINUING SECURITY**

This Agreement shall continue to bind each of the Companies as a continuing security for the Liabilities notwithstanding that the Liabilities may from time to time be reduced to nil and notwithstanding any change in the name, style, constitution or otherwise of any Company.

10. **OTHER SECURITIES OR RIGHTS**

This Agreement is in addition to and is not to prejudice or be prejudiced by any other guarantee, lien, right of set-off, combination or consolidation or other right exercisable by the Bank in connection with all or any of the Accounts or all or any of the Liabilities and is in addition to and is not to prejudice or be prejudiced by any security, guarantee or rights the Bank may now or hereafter hold nor shall any recoveries, or arrangements for allocation or application of the same, pursuant to any other guarantees or security or rights relating to the Liabilities affect the Bank's rights under this Agreement..

11. **DEALINGS BY THE BANK**

- 11.1 The Bank may, without any consent from any Company and without affecting this Agreement, do all or any of the following:

- (a) grant, renew, vary, increase, extend, release or determine facilities, products or services given or to be given to any Company or any other person and agree with any Company or any such person as to the application thereof;
- (b) hold, renew, modify or release or omit to take, perfect, maintain or enforce any security or guarantee or right (including without limitation any right as to the making, collection, allocation or application of recoveries in respect of any security or guarantee) now or hereafter held from or against any Company or any other person in respect of any Liability;
- (c) grant time or indulgence to or settle with or grant any waiver or concession to any Company or any other person; and
- (d) demand or enforce payment from any Company irrespective of whether or not the Bank shall take similar action against any other Company.

11.2 In relation to each Company, this Agreement shall not be affected or discharged by anything which would not have affected or discharged it if such Company had been a principal debtor to the Bank. In particular, but without limitation, the Bank may release any Company or other surety for any Liability and may discharge any security held by the Bank as security for the Liabilities or the obligations of any such surety notwithstanding that any other Company may have a claim for contribution against such Company and notwithstanding that any other Company may claim to be subrogated to the Bank's rights under such security.

12. RIGHT OF RECOVERY NOT TO BE AVOIDED BY CERTAIN EVENTS

- 12.1 (a) No assurance, security or payment which may be avoided or invalidated or for which the Bank may have to account in whole or in part to any person under any applicable law ("**Applicable Law**") of any jurisdiction (including without prejudice to the generality of the foregoing sections 175, 176A, 234, 238, 239, 241, 242, 243, 245, 339, 340, 342 and 423 of the Insolvency Act 1986 and section 754 of the Companies Act 2006) and no release, settlement, discharge, cancellation or arrangement including but not limited to a release, settlement, discharge, cancellation or arrangement of or in relation to this Agreement, which may have been given or made on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Bank to recover under this Agreement as if such assurance, security, payment, release, settlement, discharge, cancellation or arrangement (as the case may be) had never been granted, given or made.
- (b) Any such release, settlement, discharge, cancellation or arrangement shall, as between the Bank and each of the Companies, be deemed to have been given or made upon the express condition that it shall become and be voidable at the instance of the Bank if the assurance, security or payment on the faith of which it was made or given shall at any time thereafter be avoided or invalidated or be subject to an accounting to any other person under any Applicable Law or otherwise to the intent and so that the Bank shall become and be entitled at any time after any such avoidance, invalidation or accounting to exercise all or any of the rights in this Agreement expressly conferred upon the Bank and/or all or any other rights which by virtue and as a consequence of this Agreement the Bank would have been entitled to exercise but for such release, settlement, discharge, cancellation or arrangement.
- 12.2 (a) The Bank shall be entitled to retain any security held for the Liabilities for a period of two months plus any period during which any assurance, security or payment such as is referred to in sub-clause 12.1(a) may be avoided or invalidated (or such longer period as the Bank shall consider reasonable in the light of the provisions of any Applicable Law) after (as the case may be) the creation of such assurance or security or after the payment of all money and liabilities that are or may become due to the Bank from any Company notwithstanding any release, settlement, discharge, cancellation or arrangement given or made by the Bank.
- (b) If at any time within such period or prior to such repayment, an application shall be presented to a competent court for an administration order or for an order for the winding-up of any Company or any Company shall commence to be wound-up voluntarily or a notice of appointment of or notice of intention to appoint an administrator is issued by or in respect of any Company (or any step is taken under any Applicable Law which is analogous to any of

the foregoing), then the Bank shall be entitled to continue to retain this Agreement and any such security as is referred to in sub-clause 12.2(a) for and during such further period as the Bank may determine, in which event this Agreement and such security shall be deemed to have continued to have been held by the Bank as security for the payment to the Bank of all the Secured Obligations (including any sums which the Bank is ordered to repay pursuant to any order of any court or as a consequence of any Applicable Law).

13. **UNLAWFULNESS, PARTIAL INVALIDITY**

13.1 If (but for this sub-clause 13.1) it would for any reason be unlawful for any Company to guarantee any particular Liability, then (notwithstanding anything herein contained) the liability of that Company under this Agreement shall not (to the extent that it would be so unlawful) extend to such Liability but without in any way limiting the scope or effectiveness of this Agreement as regards the rest of the Liabilities.

13.2 Each of the provisions in this Agreement shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

14. **NON-MERGER, ETC.**

Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill, note, guarantee, mortgage or other security or any contractual or other right which the Bank may at any time have for any of the Liabilities or any right or remedy of the Bank thereunder. Any receipt, release or discharge of the security provided by, or of any liability arising under, this Agreement shall not release or discharge the Companies from any liability to the Bank which may exist independently of this Agreement.

15. **ACCESSION AND RELEASE**

15.1 If the Companies and the Bank and any other company or companies agreeing to become a party to this Agreement shall execute a deed in the form or substantially in the form set out in schedule 2, such other company or companies being listed in Part II of the Schedule to such deed shall thenceforth be included as one of the Companies for all the purposes of this Agreement.

15.2 If the Companies and the Bank shall execute a deed in the form or substantially in the form set out in schedule 3, the Company or Companies listed in Part II of the schedule to such deed shall thenceforth cease to be included as one of the Companies for all the purposes of this Agreement.

16. **POWER OF ATTORNEY**

Each of the Companies (other than the Attorney) hereby irrevocably appoints the Attorney and its substitutes jointly and also severally to be its attorney for it and in its name and as its act and deed or otherwise to execute any such deed as is mentioned in clause 15 with such variations as the Attorney in its absolute and unfettered discretion shall think fit and to execute and do all such other deeds, documents, acts and things as the Attorney may consider necessary or expedient in connection therewith and each of the Companies hereby agrees to ratify and confirm anything executed or done or purported to be executed or done by the attorney in its name.

17. **RESTRICTION ON LIABILITY OF THE BANK**

Except to the extent that any such exclusion is prohibited or rendered invalid by law, neither the Bank nor its employees and agents shall:

- (a) be under any duty of care or other obligation of whatsoever description to any of the Companies in relation to or in connection with the exercise of any right conferred upon the Bank; or
- (b) be under any liability to any of the Companies as a result of, or in consequence of, the exercise of, or attempted or purported exercise of, or failure to exercise, any of the Bank's rights under this Agreement.

18. **NO RELIANCE ON THE BANK**

- (a) Each Company acknowledges to and agrees with the Bank that, in entering into this Agreement:
 - (i) it has not relied on any oral or written statement, representation, advice, opinion or information made or given to the Companies or any of them in good faith by the Bank or anybody on the Bank's behalf and the Bank shall have no liability to it if it has in fact so done;
 - (ii) it has made, independently of the Bank, its own assessment of the viability and profitability of any purchase, project or purpose for which the Liabilities have been incurred and the Bank shall have no liability to it if in fact it has not so done;
 - (iii) there are no arrangements, collateral or relating to this Agreement which have not been recorded in writing and signed by it and on behalf of the Bank and the other Companies; and
 - (iv) it has made, without reliance on the Bank, its own independent investigation of each of the other Companies and the affairs and financial condition of each of the other Companies and of any other relevant person and assessment of the creditworthiness of each of the other Companies or any other relevant person and the Bank shall have no liability to it if in fact it has not so done.
- (b) Each Company agrees with the Bank that the Bank did not have prior to the date of this Agreement, does not have and shall not have any duty to it:
 - (i) in respect of the application of the money hereby secured;
 - (ii) in respect of the effectiveness, appropriateness or adequacy of the security constituted by this Agreement or of any other security for the Liabilities; or
 - (iii) to provide any Company with any information relating to any other Company or any other relevant person.
- (c) Each Company agrees with the Bank that the validity and enforceability of this Agreement and the recoverability of the Liabilities shall not be affected or impaired by:
 - (i) any other security or any guarantee taken by the Bank from any Company or any third party;
 - (ii) any such other security or guarantee proving to be inadequate;
 - (iii) the failure of the Bank to take, perfect or enforce any such other security or guarantee; or
 - (iv) the release by the Bank of any such other security or guarantee.
- (d) Each Company agrees with the Bank for itself and as trustee for the Bank's officials, employees and agents that neither the Bank nor the Bank's officials, employees or agents shall have any liability to it in respect of any act or omission by the Bank, its officials, employees or agents done or made in good faith.

19. **NOTICES AND DEMANDS**

- 19.1 Any notice or demand by the Bank to or on any Company shall be deemed to have been sufficiently given or made if sent to that Company:
 - (a) by hand or prepaid letter post to its registered office or its address stated herein or its address last known to the Bank; or
 - (b) by facsimile to the last known facsimile number relating to any such address or office.
- 19.2 Any such notice or demand given or made under sub-clause 19.1 shall be deemed to have been served on that Company:
 - (a) at the time of delivery to the address referred to in sub-clause 19.1(a), if sent by hand;

- (b) at the earlier of the time of delivery or 10.00 a.m. on the day after posting (or, if the day after posting be a Sunday or any other day upon which no delivery of letters is made, at the earlier of the time of delivery or 10.00 a.m. on the next succeeding day on which delivery of letters is scheduled to be made), if sent by prepaid letter post;
- (c) at the time of transmission, if sent by facsimile (and a facsimile shall be deemed to have been transmitted if it appears to the sender to have been transmitted from a machine which is apparently in working order); or
- (d) on the expiry of 72 hours from the time of despatch, in any other case.

19.3 Service of any claim form may be made on any Company in the manner described in sub-clause 19.1(a), in the event of a claim being issued in relation to this Agreement, and shall be deemed to constitute good service.

20. MISCELLANEOUS

20.1 Any amendment of or supplement to any part of this Agreement shall only be effective and binding on the Bank and the Companies if made in writing and signed by both the Bank and the Companies. References to "**this Agreement**" include each such amendment and supplement.

20.2 The Companies and the Bank shall from time to time amend the provisions of this Agreement if the Bank notifies the Companies that any amendments are required to ensure that this Agreement reflects the market practice at the relevant time following the introduction or extension of economic and monetary union and/or the euro in all or any part of the European Union.

20.3 The Companies and the Bank agree that the occurrence or non-occurrence of European economic and monetary union, any event or events associated with European economic and monetary union and/or the introduction of any new currency in all or any part of the European Union shall not result in the discharge, cancellation, rescission or termination in whole or in part of this Agreement or give any party hereto the right to cancel, rescind, terminate or vary this Agreement in whole or in part.

20.4 Any waiver, consent, receipt, settlement, discharge or release given by the Bank in relation to this Agreement shall only be effective if given in writing and then only for the purpose for and upon any terms on which it is given.

20.5 Any change in the constitution of the Bank or the Bank's absorption of or amalgamation with any other person shall not in any way prejudice or affect its or their rights under this Agreement and the expression "**the Bank**" shall include any such other person.

20.6 This document shall at all times be the property of the Bank.

21. OTHER SIGNATORIES NOT BOUND, ETC.

Each of the Companies agrees and consents to be bound by this Agreement notwithstanding that any other or others of them which were intended to execute or be bound hereby or by any deed intended to be completed and delivered pursuant to clause 15 may not do so or be effectually bound hereby or by such deed for any reason, cause or circumstances whatsoever and this Agreement shall be deemed to constitute a separate and independent agreement by each of the Companies. None of such agreements which is otherwise valid shall be avoided or invalidated by reason of one or more of the several agreements intended to be hereby established being invalid or unenforceable.

22. COUNTERPARTS

This Agreement may be executed as a deed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this Agreement may enter into it by executing any such counterpart.

23. LAW AND JURISDICTION

23.1 This Agreement and any dispute (whether contractual or non-contractual, including, without limitation, claims in tort, for breach of statutory duty or on any other basis) arising out of or in connection with it or its subject matter ("**Dispute**") shall be governed by and construed in accordance with the laws of England and Wales.

- 23.2 The parties to this Agreement irrevocably agree, for the sole benefit of the Bank, that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any Dispute. Nothing in this clause shall limit the right of the Bank to take proceedings against any of the Companies in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

IN WITNESS whereof the Companies have executed this Agreement as a deed and have delivered it upon its being dated.

Schedule 1**Part I - The Attorney**

Name	Registered Number	Registered Office
Land Securities P L C	00551412	5 Strand London WC2N 5AF

Part II - The Other Companies

Name	Registered Number	Registered Office
Land Securities (Finance) Limited	00680609	5 Strand London WC2N 5AF
Land Securities (Hotels) Limited	06046966	5 Strand London WC2N 5AF
LS Property Finance Company Limited	05163698	5 Strand London WC2N 5AF

End of Schedule 1

Schedule 2
(Deed referred to in sub-clause 15.1)

To be presented for registration at Companies House
within 21 days of dating against all the companies and limited liability
partnerships (both "Existing" and "Further") which are a party to this document.

THIS DEED OF ACCESSION is made the day of

BETWEEN:

- (1) **THE SEVERAL COMPANIES AND/OR LIMITED LIABILITY PARTNERSHIPS** specified in Part I of the schedule hereto (the "**Existing Companies**");
- (2) **THE COMPANY/LIMITED LIABILITY PARTNERSHIP [COMPANIES/LIMITED LIABILITY PARTNERSHIPS]** specified in Part II of the schedule hereto (the "**Further Company [Companies]**"); and
- (3) **LLOYDS BANK plc** (the "**Bank**")

SUPPLEMENTAL to an omnibus set-off agreement dated [as supplemented by [a] deed[s] dated and] and now operative between the Existing Companies and the Bank (the said omnibus set-off agreement [as so supplemented] is hereinafter referred to as the "**Principal Deed**")

NOW THIS DEED WITNESSETH as follows:

1. Insofar as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein.
2. The parties hereto hereby agree that the Further Company [Companies] shall be included within the expression Companies for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing):
 - 2.1 [the] [each] Further Company and the Existing Companies jointly and severally agree that, in addition to any general lien, right of set-off or combination or consolidation or other right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Further Company [Companies] or the Existing Companies or any of them:
 - (a) combine or consolidate all or any of the Accounts with all or any Liabilities; and
 - (b) set-off or transfer any Credit Balance in or towards satisfaction of any Liabilities;
 - 2.2 [the] [each] Further Company and each of the Existing Companies with full title guarantee hereby charges its Credit Balances to secure repayment of all the Liabilities.
3. ALL the covenants, provisions and powers contained in or subsisting under the Principal Deed (including, without limitation, the power of attorney contained in clause 16 thereof) shall be applicable for defining and enforcing the rights of the parties as if [the] [each] Further Company had been one of the Companies party to the Principal Deed.
4. This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this deed may enter into this deed by

executing any such counterpart.

IN WITNESS whereof this deed has been executed by the Existing Companies and the Further [Company] [Companies] and has been delivered upon its being dated, in the case of the Existing Companies other than the Attorney, for and on its behalf by the Attorney pursuant to a power of attorney contained in the Principal Deed and a resolution of the board of directors of the Attorney dated

The Schedule**Part I - The Existing Companies**

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
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Part II - The Further [Company] [Companies]

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
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SIGNED as a deed by [the Further Company] acting by its:

.....(insert full name)
Director

.....(insert full name)
Director/Secretary*

.....(signature)

.....(signature)

in the presence of

Witness: (name)

.....(signature)

Address:

.....

Occupation:

.....

SIGNED as a deed by Land Securities P L C acting by its:

.....(insert full name)
Director

.....(insert full name)
Director/Secretary*

.....(signature)

.....(signature)

in the presence of

Witness: (name)

.....(signature)

Address:

.....

Occupation:

.....

SIGNED as a deed by the Existing Companies other than Land Securities P L C acting by Land Securities P L C their duly authorised attorney acting by its:

.....(insert full name)
Director

.....
Director/Secretary*

.....(signature)

.....(signature)

in the presence of

Witness: (name)

.....(signature)

Address:

.....

Occupation:

.....

* Delete as applicable.

End of schedule 2

Schedule 3
(Deed referred to in sub-clause 15.2)

THIS DEED OF RELEASE is made the day of

BETWEEN:

- (1) **LLOYDS BANK plc** (the "**Bank**")
- (2) **THE [COMPANY] [COMPANIES]** specified in Part I of the schedule hereto (the "**Released [Company] [Companies]**")
- (3) **THE SEVERAL COMPANIES** specified in Part II of the schedule hereto (the "**Continuing Companies**")

SUPPLEMENTAL to an omnibus set-off agreement dated [as supplemented by [a] deed[s] dated and] and now operative between the Released [Company/Companies] and the Continuing Companies and the Bank (the said omnibus set-off agreement [as so supplemented] is hereinafter referred to as the "**Principal Deed**").

NOW THIS DEED WITNESSETH as follows:

1. Insofar as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein.
2. The parties hereto hereby agree that the Released [Company] [Companies] shall henceforth, subject to the provisions of clause 12 of the Principal Deed, cease to be included within the expressions Companies for all the purposes of the Principal Deed.
3. Subject to the provisions of clause 12 of the Principal Deed, in pursuance of the said agreement the Bank hereby releases and discharges [the] [each] Released Company from the Set-Off Arrangements PROVIDED THAT the Set-Off Arrangements shall remain in full force and effect in relation to the Continuing Companies.
4. Subject to the provisions of clause 12 of the Principal Deed, in further pursuance of the said agreement the Bank hereby releases:
 - (a) [the][each] Released Company from each and every one of its covenants and obligations (whether actual or contingent) given or owing and the rights granted to the Bank under the Principal Deed PROVIDED THAT [the][each] Released Company shall not be released from any covenant or obligation nor shall any right be released which exists or would have existed independently of the Principal Deed nor shall this deed operate as a release of any covenants or obligations to the Bank or rights granted to the Bank otherwise than by the Principal Deed; and
 - (b) the Continuing Companies from each and every one of their covenants and obligations (whether actual or contingent) given or owing to the Bank under the Principal Deed but only in so far as such covenants and obligations relate solely to the money and liabilities interest and other sums now or hereafter due owing or incurred from or by [the][each] Released Company to the Bank and the Bank hereby further releases the Continuing Companies from the other rights granted by them to the Bank under the Principal Deed but only in so far as such rights relate solely to the money and liabilities interest and other sums due owing or incurred from or by [the][each] Released Company to the Bank
5. Save as expressly otherwise provided by clauses 3 and 4 the covenants and obligations (whether actual or contingent) given or owing and the other rights granted to the Bank by the Principal Deed

shall continue in full force.

6. Without prejudice to clause 21 of the Principal Deed, the Continuing Companies have executed this deed to indicate their consent to the terms hereof and to confirm their agreement that notwithstanding the releases herein contained the Principal Deed shall (save only as expressly herein provided) continue in full force and effect notwithstanding any fluctuation in the amounts from time to time guaranteed thereby or subject thereto or the existence at any time of any credit balance on any current or other account.
7. This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this deed may enter into this deed by executing any such counterpart.

IN WITNESS whereof the Bank and the Continuing Companies have executed this deed and have delivered it upon its being dated, in the case of the Continuing Companies other than the Attorney, for and on their behalf by the Attorney pursuant to a power of attorney contained in the Principal Deed and a resolution of the board of directors of the Attorney dated

The Schedule**Part I - The Released [Company] [Companies]**

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
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Part II - The Continuing Companies

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
-------------	--------------------------	--------------------------

SIGNED and delivered as a deed as attorney for and on behalf of Lloyds Bank plc by:

.....(insert full name of person appointed to exercise the power of attorney)

.....(signature)

in the presence of

Witness: (name)

.....(signature)

Address:

.....

Occupation:

SIGNED as a deed by Land Securities P L C acting by its:

.....(insert full name)
Director

.....(insert full name)
Director/Secretary*

.....(signature)

.....(signature)

in the presence of

Witness: (name)

.....(signature)

Address:

.....

Occupation:

SIGNED as a deed by the Continuing Companies other than Land Securities P L C acting by Land Securities P L C their duly authorised attorney acting by its:

.....(insert full name)
Director

.....(insert full name)
Director/Secretary*

.....(signature)

.....(signature)

in the presence of

Witness: (name)

.....(signature)

Address:

.....

Occupation:

* Delete as applicable.

End of schedule 3

SIGNED as a deed by Land Securities P L C acting by its:

Signed as a deed by Alex Peeke appointed duly.
Authorized by LS Company Secretaries Limited to
sign on its behalf as the corporate member of
Land Securities PLC

Martin Wood

.....(insert full name)

Director

.....(signature)

Alex Peeke

.....(insert full name)

Director/Secretary*

.....(signature)

in the presence of

Witness:

SUSANNAH HALL (name)

.....(signature)

Address:

Occupation:

PA

SIGNED as a deed by Land Securities (Finance) Limited acting by its:

Signed as a deed by Alex Peeke appointed duly.
Authorized by LS Company Secretaries Limited to
sign on its behalf as the corporate member of
Land Securities (Finance) Limited

Martin Wood

.....(insert full name)

Director

.....(signature)

Alex Peeke

.....(insert full name)

Director/Secretary*

.....(signature)

in the presence of

Witness:

SUSANNAH HALL (name)

.....(signature)

Address:

Occupation:

PA

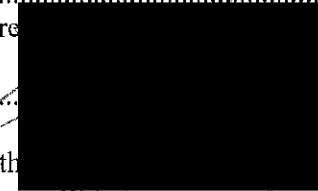
SIGNED as a deed by Land Securities (Hotels) Limited acting by its:


Alex Peeke

Signed as a deed by ~~Michael Arnaouti~~ appointed duly.
Authorized by LS Company Secretaries Limited to
sign on its behalf as the corporate member of
Land Securities (Hotels) Limited

 Michael Arnaouti (insert full name)

Director


 (signature)

in the

Witness: Wendy Moorcroft

Alex Peeke (insert full name)

Director/Secretary*

 (signature)

Address:

Occupation:


ADMINISTRATOR

SIGNED as a deed by LS Property Finance Company Limited acting by its:

Signed as a deed by Alex Peeke appointed duly.
Authorized by LS Company Secretaries Limited to
sign on its behalf as the corporate member of
LS Property Finance Company Limited

Martin Wood (insert full name)

Director

 (signature)

in the presence of

Witness: SUSANNAH HALL (name)

Address:

Occupation:

PA

* Delete as applicable

Ref OSOA 20110616