



Registration of a Charge

Company name: **SOUTH QUAY PROPERTIES LIMITED**

Company number: **02830131**



X78WLUA1

Received for Electronic Filing: **26/06/2018**

Details of Charge

Date of creation: **25/06/2018**

Charge code: **0283 0131 0010**

Persons entitled: **METRO BANK PLC**

Brief description: **THE LEASEHOLD LAND BEING PAVILION DECK, MIDDLE DOCK, HERON QUAY, LONDON AS REGISTERED AT THE HM LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER AGL408729.**

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: **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:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2830131

Charge code: 0283 0131 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th June 2018 and created by SOUTH QUAY PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th June 2018 .

Given at Companies House, Cardiff on 28th June 2018

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

25 June 2018

SOUTH QUAY PROPERTIES LIMITED

and

CANARY WHARF LIMITED

as Chargors

and

METRO BANK PLC

as Lender

relating to the development of
The Quay Club, 12 Bank Street
London E14 4DD

Allen & Overy LLP
26.06.2018
Allen & Overy LLP

Except for material redacted pursuant to
s859G of the Companies Act 2006
I certify that this is a correct copy
of the original document

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 25 June 2018

BETWEEN:

- (1) **SOUTH QUAY PROPERTIES LIMITED** (registered in England and Wales No. 2830131) (**SQP**); and
- (2) **CANARY WHARF LIMITED** (registered in England and Wales No.01971312) (the **Developer**)
- (3) **METRO BANK PLC** as Lender (the **Lender**).

BACKGROUND:

- (A) Each Chargor (as defined below) enters into this Deed in connection with the Credit 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:

Act means the Law of Property Act 1925.

Chargor means SQP or the Developer.

Credit Agreement means the credit agreement dated 18 June 2018 between Heron Quays West (Pavilion) Limited as Borrower, Heron Quays West Pavilion Development Company Limited and the Lender.

Lien Reservation means the unpaid vendor's lien arising from the Carillion Agreements as disclosed to the Lender in the Certificate of Title prior to the date of this Deed.

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

Non-Assignable Development Document means any Non-Material Development Document which is not capable of assignment pursuant to its terms.

Non-Material Development Document means any Development Document which is not a Major Development Document.

Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets.

Related Rights means in relation to any asset:

- (a) the proceeds of sale or rental of any part of that asset;

- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities, covenants for title in respect of or derived from that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Lender under each Finance Document except for any obligation which, if it were so included, would result in this Deed contravening Sections 678 or 679 of the Companies Act 2006.

Security Assets means the assets of each Chargor which are the subject of the security expressed to be created by this Deed.

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

1.2 Construction

- (a) Capitalised terms defined in the Credit Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) This is the Developer and SQP Security Agreement referred to in the Credit Agreement.
- (c) The provisions of clause 1.2 (Construction) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Credit Agreement are to be construed as references to this Deed.
- (d)
 - (i) A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility;
 - (ii) the term **this Security** means any security created by this Deed; and
 - (iii) a reference to any asset, unless the context otherwise requires, includes any present and future asset.
- (e) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (f) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance 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.
- (g) If the Lender (acting reasonably) considers that an amount paid to it under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or

otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

- (h) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 or equivalent legislation in other jurisdictions (the **Third Parties Act**) to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Lender;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities;
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
 - (v) is subject to the promise of redemption (and, if applicable, reassignment) as set out in Clause 18 (Release).
- (b) Each Party agrees that all recourse to a Chargor for any obligation or liability under this Deed shall be limited solely to the Security Assets of that Chargor.

2.2 Contracts

- (a) The Developer, subject to a proviso for re-assignment on redemption, assigns absolutely all of its rights in and all Related Rights in respect of:
 - (i) the Building Contract;
 - (ii) the Building Sub Contract;
 - (iii) the Principal Agreement for Occupational Lease;
 - (iv) each other Lease Document relating to the Mortgaged Property to which it is a party; and
 - (v) any other Development Document (except for any Non-Assignable Development Document) to which it is a party; and

- (b) SQP, subject to a proviso for re-assignment on redemption, assigns absolutely all of its rights in and all Related Rights in respect of:
- (i) the Building Contract;
 - (ii) the Building Sub Contract;
 - (iii) the Principal Agreement for Occupational Lease;
 - (iv) the Deck Lease and each other Lease Document relating to the Mortgaged Property to which it is a party; and
 - (v) any other Development Document (except for any Non-Assignable Development Document) to which it is a party.
- (c) Each Chargor charges by way of a first fixed charge all of its rights under any Non-Assignable Development Document to which it is a party.

2.3 Land

- (a) SQP, as security for the payment of all the Secured Liabilities, charges in favour of the Lender:
- (i) subject to the Lien Reservation, by way of first legal mortgage all of SQP's estates or interests in the leasehold property specified in Schedule 2 (Real Property); and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all of SQP's estates or interests in the leasehold property specified in Schedule 2 (Real Property).
- (b) A reference in this Clause to a mortgage or charge of any leasehold property includes:
- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of SQP in respect of that property or any moneys paid or payable in respect of those covenants.

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations

Each Chargor makes the representations set out in Clauses 3.2 (Nature of security) to 3.12 (Governing law and enforcement) below to the Lender.

3.2 Nature of security

Each Chargor represents and warrants to the Lender (subject to the Reservations (other than paragraph (e) of the definition of that term) that this Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of it or otherwise.

3.3 Status

It is a limited liability company, duly incorporated and validly existing under the laws of England and Wales and it has the power to own its assets and carry on its business, as it is being conducted.

3.4 Powers and authority

It has the power to enter into and perform, and has taken all necessary action to authorise the entry into and performance of, this Deed and the transactions contemplated by this Deed.

3.5 Legal validity

This Deed constitutes its legal valid and binding obligations, enforceable (subject to the Reservations) in accordance with its terms.

3.6 Non-conflict

The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with:

- (a) any law or regulation or judicial or official order applicable to it;
- (b) its constitutional documents; or
- (c) in any respect which is material to the interests of the Lender, any document which is binding upon it or any of its assets in any way, unless the relevant conflict has been previously consented to or waived by the appropriate person.

3.7 Authorisations

Except for registration in accordance with clause 16.9 (Registration requirements) of the Credit Agreement, all authorisations required by it:

- (a) in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, this Deed; and
 - (b) to make this Deed admissible in evidence in its Relevant Jurisdictions,
- have been obtained or effected (as appropriate) and are in full force and effect.

3.8 Stamp duties

Save for registration in accordance with clause 16.9 (Registration requirements) of the Credit Agreement, no stamp or registration duty or similar Tax or charge is payable in England and Wales in respect of this Deed.

3.9 Title to property

- (a) SQP is the legal and beneficial owner of the Mortgaged Property free from Security Interests (other than those set out in the Security Documents or in the Certificate of Title including the unpaid vendor's lien arising from the Carillion Agreements, as disclosed in the Certificate of Title).
- (b) Except as disclosed in the Certificate of Title, SQP represents in relation to the Mortgaged Property that:
 - (i) no breach of any law or regulation is outstanding which adversely affects or would reasonably be expected to adversely affect in any material respect the value of the Mortgaged Property;

- (ii) except as permitted by this Deed, there is no covenant, agreement, stipulation, reservation, condition, interest, right or other matter adversely affecting the Mortgaged Property in any material respect;
- (iii) nothing has arisen or has been created or is outstanding which would be an overriding interest, or an unregistered interest which overrides first registration or registered dispositions, over the Mortgaged Property which adversely affects the Mortgaged Property;
- (iv) no facility necessary for the enjoyment and use of the Mortgaged Property is enjoyed by the Mortgaged Property on terms entitling any person to terminate or curtail its use of the Mortgaged Property;
- (v) it has not received any notice of any adverse claim by any person in respect of the ownership of the Mortgaged Property or any interest in it, nor has any acknowledgement of any such claim been given to any person in respect of the Mortgaged Property; and
- (vi) the Mortgaged Property is held by it free from any lease or licence (other than those entered into in accordance with this Agreement).

All deeds and documents necessary to show good and legally marketable title to those interests in the Mortgaged Property (including the Deck Lease Documents) will from the First Utilisation Date be held to the order of the Lender (save to the extent that they are held at the Land Registry) until the Mortgaged Property is released from the Security Interests created under this Deed.

3.10 Deck Lease

- (a) There are no existing unremedied material breaches of the lessee's covenants in the Deck Lease, or, so far as SQP is aware, the lessor's covenants or undertakings in the Deck Lease.
- (b) Save as disclosed in the Certificate of Title, the Superior Landlord has no right under the terms of the Deck Lease (or otherwise) to forfeit or otherwise terminate the Deck Lease in the event of there occurring in relation to the lessee under the Deck Lease (or any of its assets) any event described in clause 20.7 (Insolvency proceedings) of the Credit Agreement.
- (c) The Deck Lease is freely assignable and chargeable, save as disclosed in the Certificate of Title.

3.11 Security

- (a) Its Security Assets are free of any Security Interests (except those created by or under this Deed) and any other rights or interests in favour of third parties.
- (b) There is no prohibition on assignment in respect of any of the contracts (other than any Non-Assignable Development Document) specified in Clause 2.2 (Contracts) above applicable to it.
- (c) There is no prohibition on creating a fixed charge over any contracts specified in Clause 2.2 (Contracts) above applicable to it that are Non-Assignable Development Documents.

3.12 Governing law and enforcement

Subject to the Reservations:

- (a) the choice of governing law under this Deed will be recognised and enforced in its Relevant Jurisdiction; and

- (b) any judgment obtained in relation to this Deed in England will be recognised and enforced in its Relevant Jurisdiction.

3.13 Times for making representations and warranties

- (a) The representations and warranties set out in this Deed (including in this Clause) 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 repeated by each Chargor on the date of each Request, on each Drawdown Date and on each Interest Payment Date.
- (c) When a representation and warranty is repeated, it is applied to the facts and circumstances existing at the time of repetition.

4. LAND

4.1 Notices

SQP must, within 14 days after the receipt of SQP of any material application, requirement order or notice served or given by any public or local or any other authority or any landlord with respect to the Mortgaged Property (or any part of it):

- (a) deliver a copy to the Lender; and
- (b) inform the Lender of the steps taken or proposed to be taken to comply with the relevant requirement, order or notice.

4.2 H.M. Land Registry

SQP consents to a restriction in the following terms being entered into on the Register of Title relating to the 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 [Metro Bank plc] referred to in the charges register or their conveyancer. (Standard Form P)"

4.3 Deposit of title documents

SQP must deposit or procure the deposit with the Lender all deeds and documents of title relating to the Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by or on its behalf or procure a solicitor's undertaking in form and substance satisfactory to the Lender to hold all local land charges, land charges and Land Registry search certificates and similar documents to the order of the Lender.

4.4 Investigation of title

SQP must grant the Lender or its lawyers on reasonable notice all facilities within the power of SQP to enable the Lender or its lawyers (following the occurrence of a Default that is continuing or if such investigations or enquiries reveal a Default, at the expense of SQP) to:

- (a) carry out investigations of title to the Mortgaged Property; and

- (b) make such enquiries in relation to any part of the Mortgaged Property as a reasonable and prudent mortgagee might carry out.

4.5 Deck Lease Documents

- (a) SQP must:
 - (i) take all reasonable steps to comply with its obligations under the Deck Lease Documents;
 - (ii) exercise its rights and use its reasonable endeavours to ensure that each relevant landlord complies with its obligations under each Deck Lease Document that it is a party to; and
 - (iii) if so required by the Lender, apply for relief against forfeiture of the Deck Lease, in a proper and timely manner.
- (b) SQP may not without the prior written consent of the Lender:
 - (i) agree to any amendment, supplement, waiver, surrender or release of the Deck Lease;
 - (ii) exercise any right to break, determine or extend the Deck Lease;
 - (iii) agree to any rent review in respect of the Deck Lease (save where it is obliged to do so under the terms of the Deck lease in which case SQP shall keep the Lender fully informed); or
 - (iv) do or allow to be done any act as a result of which the Deck Lease may become liable to forfeiture or otherwise be terminated.

5. RESTRICTIONS ON DEALINGS

5.1 Security

Except as expressly allowed in the Credit Agreement or with the Lender's consent, no Chargor may create or permit to subsist any Security Interest on any Security Asset (except for this Security) during the Security Period.

5.2 Disposals

Except as expressly allowed in the Credit Agreement or with the Lender's consent, no Chargor may sell, transfer, licence, lease or otherwise dispose of any Security Asset during the Security Period.

6. RELEVANT CONTRACTS

6.1 General

In this Clause:

Relevant Contract means each document listed in Clause 2.2 (Contracts) above, and any other agreement to which a Chargor is a party and which the Lender has designated in writing as a Relevant Contract.

6.2 Notices of assignment

Subject to Clause 17.4 (Notice of assignment to each Transaction Obligor), each Chargor must:

- (a) (i) in respect of any Relevant Contract that is an appointment in relation to a Major Trade Contractor or in relation to a Major Professional, provide duly signed and undated notices of that assignment by way of security substantially in the form of Part 1 of Schedule 1 (Forms of Letter for Relevant Contracts)), to the Lender either (A) upon its request (provided that the Lender reasonably suspects a Default may occur or has occurred) or (B) upon the occurrence of an Event of Default which is outstanding; and
- (ii) in respect of any Relevant Contract that is any other appointment of a Professional or a Trade Contractor, provide duly signed and dated notices of that assignment by way of security (or notice of charge, in the case of Non-Assignable Development Documents) substantially in the form of Part 1 of Schedule 1 (Forms of Letter for Relevant Contracts) to the Debenture promptly upon the occurrence of an Event of Default which is outstanding,

and, in each case, serve the notices referred to in subparagraphs (i)(A) and (ii)(B) above on the Trade Contractors or Professionals if an Event of Default is outstanding;

- (b) in relation to any other Relevant Document which is in existence at the date of this Deed, within 5 Business Days following the date of this Deed, or, if later, within 5 Business Days following the entry into of any such Relevant Document, serve a notice of assignment (substantially in the form of Part 1 of Schedule 1 (Forms of Letter for Relevant Contracts)) or in a form as otherwise agreed by the Lender (acting reasonably)) on each party (which is not, in each case, a Transaction Obligor) to each Relevant Document to which it is a party; and
- (c) use reasonable endeavours to ensure that each such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 1 (Forms of Letter for Relevant Contracts), or in a form as otherwise agreed by the Lender.

7. WHEN SECURITY BECOMES ENFORCEABLE

7.1 Event of Default

This Security will become immediately enforceable on or at any time after the occurrence of any Event of Default which is outstanding.

7.2 Discretion

After this Security has become enforceable pursuant to Clause 7.1 (Event of Default) above, the Lender may in its absolute discretion enforce all or any part of this Security in any manner it sees fit.

7.3 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 in accordance with Clause 7.1 (Event of Default).

8. ENFORCEMENT OF SECURITY

8.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the lender may think fit and without the need to comply with any provision of section 99 or 100 of the Act.

8.2 No liability as mortgagee in possession

Neither the Lender 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.

8.3 Privileges

Each Receiver and the Lender 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.

8.4 Protection of third parties

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

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

8.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable in accordance with Clause 7.1 (Event of Default), the Lender may:
 - (i) redeem any prior Security Interest against any Security Asset;
 - (ii) procure the transfer of that Security Interest to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the relevant Chargor.
- (b) Each Chargor must pay to the Lender, within three Business Days of demand, the costs and expenses incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest.

8.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Lender (or the Receiver) may pay the proceeds of

any recoveries effected by it into an interest bearing suspense account, pending the application in or towards the discharge of any Secured Liabilities.

8.7 Financial Collateral

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

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

Where the Lender exercises its rights of appropriation and the value of the financial collateral appropriated exceeds the amount required to unconditionally repay and discharge the Secured Liabilities in full, the Lender must account to the relevant Chargor for any excess amount arising out of the appropriation following the discharge of the Secured Liabilities in full in accordance with the terms of this Deed.

9. RECEIVER

9.1 Appointment of Receiver

- (a) Except as provided below, the Lender 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 7.1 (Event of Default); or
 - (ii) a Chargor so requests the Lender in writing at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Lender 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.
- (e) The Lender may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Lender is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

9.2 Removal

The Lender 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.

9.3 Remuneration

The Lender 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.

9.4 Agent of the Chargors

- (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 (save in the case of fraud, wilful misconduct or gross negligence).
- (b) The Lender will not 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.

9.5 Exercise of Receiver powers by the Lender

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 7.1 (Event of Default) be exercised by the Lender in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

10. POWERS OF RECEIVER

10.1 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.

10.2 Possession

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

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 Subsidiaries

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

10.9 Delegation

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

10.10 Lending

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

10.11 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.

10.12 Further development

A Receiver may do all such acts desirable or necessary to continue the Development or such other altered scheme of development of the Property as he may consider desirable and for these purposes may appoint and enter into contracts with building and engineering contractors or other contractors and professional advisers as he may think fit.

10.13 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.

11. APPLICATION OF PROCEEDS

Any moneys received by the Lender or any Receiver after this Security has become enforceable in accordance with Clause 7.1 (Event of Default) must be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs and expenses incurred by the Lender or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed;
- (b) in or towards payment of or provision for the Secured Liabilities pursuant to and in accordance with clause 10 (Payments) of the Credit Agreement; and
- (c) in payment of the surplus (if any) to any Chargor or other person entitled to it.

This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of the Lender to recover any shortfall from a Chargor.

12. DELEGATION

12.1 Power of Attorney

The Lender 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.

12.2 Terms

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

12.3 Liability

Neither the Lender 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 (save in the case of fraud, wilful misconduct or gross negligence).

13. FURTHER ASSURANCES

(a) Each Chargor must promptly, at its own expense, take whatever action the Lender or a Receiver (acting reasonably) may require for:

- (i) creating, perfecting or protecting any security intended to be created by this Deed; or
- (ii) while an Event of Default has occurred and is outstanding, facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable therein, by the Lender or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset.

This includes:

- (A) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Lender or to its nominee; or
- (B) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Lender (acting reasonably) may think expedient provided that nothing in this Clause will entitle the Lender or its nominee to become the registered holder of any Securities unless an Event of Default has occurred and is outstanding.

14. POWER OF ATTORNEY

(a) Each Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which that Chargor is obliged to take under this Deed but has failed to do so:

- (i) if an Event of Default is continuing, when required under this Deed; or
- (ii) otherwise, within 10 Business Days of being requested.

(b) Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause (save in the case of fraud, wilful misconduct or gross negligence).

15. PRESERVATION OF SECURITY

15.1 Continuing security

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

15.2 Reinstatement

(a) If any discharge (whether in respect of the obligations of an Obligor or any security for those obligations or otherwise) or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation,

administration or otherwise without limitation, the liability of each Chargor under this Deed will continue or be reinstated as if the discharge or arrangement had not occurred.

- (b) The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

15.3 Waiver of defences

The obligations of each Chargor under this Deed will not be affected by any act, omission or thing (whether or not known to that Chargor or the Lender) which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed. This includes:

- (a) any time or waiver granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amendment of a Finance Document or any other document or security;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security; or
- (h) any insolvency or similar proceedings.

15.4 Amendments to the Finance Documents

- (a) Without limiting clause 15.3 (Waiver of defences) each Chargor acknowledges that the Finance Documents may from time to time be amended.
- (b) Each Chargor confirms its intention that:
 - (i) any amendment to a Finance Document is within the scope of the Secured Liabilities and this Security; and
 - (ii) the Secured Liabilities and this Security extend to any amount payable by the Chargor under or in connection with a Finance Document as amended.
- (c) Each Chargor agrees that the confirmations in paragraph (b) above apply regardless of:
 - (i) why or how a Finance Document is amended (including the extent of the amendment and any change in the parties);
 - (ii) whether any amount payable by an Obligor under or connection with the amended Finance Document in any way relates to any amount that would or may have been payable and the amendment not taken place;

- (iii) the extent to which the Chargor's liability under this Deed (whether present or future, actual or contingent), or any right it might have as a result of entering into or performing its obligations under this Deed, changes or may change as a result of the amendment; and
- (iv) whether each Chargor was aware of or consented to the amendment.

15.5 Immediate recourse

- (a) Each Chargor waives any right it may have of first requiring the Lender to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Deed.
- (b) This waiver applies irrespective of any law or provision of a Finance Document to the contrary.

15.6 Appropriations

The Lender may at any time during the Security Period without affecting the liability of that Chargor under this Deed:

- (a)
 - (i) refrain from applying or enforcing any other moneys, security or rights held or received by the Lender against those amounts; or
 - (ii) apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise); and
- (b) hold in an interest bearing suspense account any moneys received from any Chargor or on account of the liability of that Chargor under this Deed.

15.7 Non-competition

Unless:

- (a) the Security Period has expired; or
- (b) the Lender otherwise requests,

no Chargor will, after a claim has been made under this Deed or by virtue of any payment or performance by it under this Deed:

- (i) be subrogated to any rights, security or moneys held, received or receivable by the Lender;
- (ii) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of that Chargor's liability under this Deed;
- (iii) claim, rank, prove or vote as a creditor of any other Chargor or its estate in competition with the Lender; or
- (iv) receive, claim or have the benefit of any payment, distribution or security from or on account of any other Chargor, or exercise any right of set-off as against any other Chargor.

Each Chargor must hold in trust for and immediately pay or transfer to the Lender any payment or distribution or benefit of security received by it contrary to this Clause or in accordance with any directions given by the Lender under this Clause.

15.8 Additional security

This security is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Lender.

15.9 Security held by Chargor

Each Chargor must not, without the prior consent of the Lender, hold any security from any other Obligor in respect of each Chargor's liability under this Deed. The Chargor will hold any security held by it in breach of this provision on trust for the Lender.

16. CHANGES TO THE PARTIES

16.1 The Chargors

No Chargor may assign or transfer any of its rights or obligations under this Deed without the prior consent of the Lender.

16.2 The Lender

- (a) The Lender may assign or otherwise dispose of all or any of its rights under this Deed in accordance with the terms of the Credit Agreement.
- (b) References to the Lender in this Deed include any successor Lender appointed under the Credit Agreement.

17. MISCELLANEOUS

17.1 Tacking

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

17.2 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, the Lender may open a new account with a Chargor.
- (b) If the Lender 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 account.
- (c) As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

17.3 Time deposits

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

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

that time deposit will automatically be renewed for any further maturity which the Lender considers appropriate.

17.4 Notice of assignment to each Chargor

This Deed constitutes notice in writing to each Chargor of:

- (a) any charge or assignment of a debt owed by that Chargor to any other Transaction Obligor contained in any other Security Document; and
- (b) any charge or assignment of rights under any Development Document owed to that Chargor by any other Transaction Obligor contained in this or any other Security Document.

18. RELEASE

At the end of the Security Period, the Lender must, at the request and pre-approved 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 Lender pursuant to this Deed.

19. NOTICES

- (a) All notices or other communications under or in connection with this Deed shall be given in writing or facsimile or, to the extent agreed by the Parties making and receiving the communication, by e-mail or other electronic communication, and for the purpose of this Deed, an electronic communication will be treated as being in writing. Any such notice will be deemed to be given as follows:
 - (i) if in writing, when delivered;
 - (ii) if by facsimile, when received; and
 - (iii) if by e-mail or other electronic communication, when received in legible form.

However, a notice given in accordance with the above but received on a day which is not a Business Day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

- (b) The contact details of each Chargor for all notices in connection with this Deed are:

Address:	Level 30, One Canada Square, Canary Wharf, London E14 5AB
Attn:	Group Company Secretary and Group Treasurer
Facsimile:	020 7418 2222
Email:	David.Cooper@CanaryWharf.com (Group Treasurer) John.Garwood@canarywharf.com (Company Secretary) Treasury@CanaryWharf.com

or such other as a Chargor may notify to the Lender by not less than five Business Days' notice.

- (c) The contact details of the Lender for all notices in connection with this Deed are:

Address:	1 Southampton Row, London WC1B 5HA
For the attention of:	Business and Credit Support
E-mail:	businessandcreditsupport@metrobank.plc.uk

or such other as the Lender may notify to the Chargors by not less than five Business Days' notice.

20. SEVERABILITY

If a term of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Deed; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other term of this Deed.

21. WAIVERS AND REMEDIES CUMULATIVE

The rights of the Lender under this Deed:

- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of its rights under the general law; and
- (c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any right is not a waiver of that right

22. COUNTERPARTS

This Deed may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

23. GOVERNING LAW

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

24. ENFORCEMENT

- (a) The English courts have exclusive jurisdiction to settle any dispute including a dispute relating to any non-contractual obligation arising out of or in connection with this Deed.
- (b) The English courts are the most appropriate and convenient courts to settle any such dispute and each Chargor irrevocably waives objection to those courts on the grounds of inconvenient forum or otherwise in relation to proceedings in connection with this Deed.
- (c) This Clause is for the benefit of the Lender only. To the extent allowed by law, the Lender may take:
 - (i) proceedings in any other court; and
 - (ii) 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

FORMS OF LETTER FOR RELEVANT CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

To: [CONTRACT PARTY]

[●] 2018

Dear Sirs,

Security Agreement dated [●] 2018 between South Quay Properties Limited and Canary Wharf Limited as chargors and Metro Bank Plc as lender (the Security Document)

This letter constitutes notice to you that under the Security Document, all our rights in respect of *[insert details of Contract]* (the Contract) have been assigned by way of security to Metro Bank Plc as lender.

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 Lender, 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 Lender to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Lender or as it directs.

Please note that it has been agreed that we will not amend or waive any provision of or terminate the Contract without the prior consent of the Lender save as permitted by the credit agreement dated [●] 2018 between (amongst others) the parties to the Security Document.

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 Lender at One Southampton Row, London, WC1B 5HA.

Yours faithfully,

.....
(Authorised signatory)
[CHARGOR]

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: Metro Bank Plc as Lender

Copy: [CHARGOR]

[●] 2018

Dear Sirs,

Security Agreement dated [●] 2018 between South Quay Properties Limited and Canary Wharf Limited as chargors and Metro Bank Plc as lender (the Security Document)

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

We confirm that we will pay all sums due, and give notices, under the Contract as directed in that 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 2

REAL PROPERTY

Property	Freehold / Leasehold	Land Registry Title Number
The leasehold land being Pavilion Deck, Middle Dock, Heron Quay, London as registered at the HM Land Registry with title absolute under title number AGL408729	Leasehold	AGL408729

SIGNATORIES

The Chargors

EXECUTED AS A DEED by

SOUTH QUAY PROPER

acting by

[REDACTED UNDER
S859G OF THE
COMPANIES ACT
2006]

)

)

)

Director/Secretary

Name:

Peterson

[REDACTED UNDER
S859G OF THE
COMPANIES ACT 2006]

Director/Secretary

Name:

John Garwood

EXECUTED AS A DEED by

CANARY WHARF LIMITED

acting by

Director/Secretary

Name:

[REDACTED UNDER
S859G OF THE
COMPANIES ACT 2006]

Peter Anderson

Director/Secretary

Name:

[REDACTED UNDER S859G
OF THE COMPANIES ACT
2006]

John Garwood

Lender

Executed as a deed by

as authorised signatory for and on behalf of

METRO BANK PLC

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

Signature

Capacity: *DIRECTOR*

in the presence of:

Signature of witness:

[REDACTED UNDER
S859G OF THE
COMPANIES ACT 2006]

Name of witness:

EILEEN LEACH

Address of witness:

Metro Bank PLC
One Southampton Row
London
WC1B 5HA