183328 / E13

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge

IRIS Laserform

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFil
Please go to www compa

COMPANIES HOUSE

WEDNESDAY

A34YI16X
A15 02/04/2014 #290

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument

✗ **What this form is NOT f**
You may not use this form register a charge where th instrument Use form MR0

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☑ You **must** enclose a certified copy of the instrument with this form This will be scanned and placed on the public record

1 Company details

For official use 10

Company number: 0 2 9 0 9 6 6 0

Company name in full: London and Regional Properties Limited

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date: d2 d8 m0 m3 y2 y0 y1 y4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name: Citibank N A , London Branch

Name:

Name:

Name:

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

5 Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

[✓] **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

[✓] **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

[✓] **Yes**

☐ **No**

#4438312v1\smedya

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X Addleshaw Goddard X

This form must be signed by a person with an interest in the charge

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MR01
Particulars of a charge

Presenter information

We will send the certificate to the address entered below All details given here will be available on the public record You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address

Contact name SMEDYA/334107-9

Company name Addleshaw Goddard LLP

Address Milton Gate

60 Chiswell Street

Post town London

County/Region

Postcode E C 1 Y 4 A G

Country United Kingdom

DX 47 London

Telephone 020 7606 8855

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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DK

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 2909660

Charge code: 0290 9660 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th March 2014 and created by LONDON AND REGIONAL PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd April 2014

Given at Companies House, Cardiff on 7th April 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

EXECUTION VERSION

Dated 28 March 2014

LONDON AND REGIONAL PROPERTIES LIMITED
as Chargor

LR (CITY ROAD) LTD
as Borrower

CITIBANK N.A., LONDON BRANCH
as Security Agent

SUBORDINATED CREDITOR'S SECURITY AGREEMENT

WE HEREBY CERTIFY THAT THIS IS A TRUE COPY (AS REDACTED) OF THE ORIGINAL
Addleshaw Goddard
DATE 01/04/14.
ADDLESHAW GODDARD LLP

ADDLESHAW GODDARD

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EXECUTION VERSION

This Deed is made on 28 March 2014

Between

(1) **London and Regional Properties Limited** (registered in England with number 02909660) **(Chargor)**,

(2) **LR (City Road) Ltd** (registered in England with number 08853093) whose registered office is at Quadrant House, Floor 6, 4 Thomas More Square, London E1W 1YW **(Borrower)**, and

(3) **Citibank N.A , London Branch** as security agent for the Finance Parties **(Security Agent,** which term shall include any person appointed as security agent or as an additional security agent in accordance with the terms of the Facility Agreement)

It is agreed

1 **Definitions and Interpretation**

1 1 **Definitions**

In this Deed

Facility Agreement means the facility agreement dated on or about the date of this Deed between the Borrower as borrower, Citibank N A , London Branch as Arranger, Citibank N A , London Branch as Agent, Citibank N A , London Branch as Original Lender, Citibank N A , London Branch as Original Hedge Counterparty and Citibank N A , London Branch as Security Agent under which the Lenders agrees to make available to the Chargor the term loan facility

Party means a party to this Deed

Receiver means any receiver appointed over any Secured Assets or the Chargor whether under this Deed or by order of the court or application by the Security Agent and includes a receiver and manager

Related Rights means, in relation to any Subordinated Loan Agreement and/or any Subordinated Loan

(a) the proceeds of sale of any part of that asset

(b) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants of title in respect of that asset and

(c) all monies and proceeds paid or payable in respect of that asset

Relevant Jurisdiction means, in relation to the Chargor

(a) its jurisdiction of incorporation

(b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated

(c) any jurisdiction where it conducts its business and

(d) the jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it

Secured Assets means all of the assets of the Chargor the subject of any Security created by or under this Deed in favour of the Security Agent

Secured Obligations means all monies and liabilities now or after the date of this Deed due owing or incurred to the Finance Parties (or any of them)

(a) by the Borrower under the Finance Documents (or any of them) and/or

(b) by the Chargor under this Deed

in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Finance Party under any Finance Document, except for any obligation which, if it were included here, would constitute unlawful financial assistance or its equivalent in any other jurisdiction

Security Period means the period beginning on the date of this Deed and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Finance Parties (or any of them) under the Finance Documents (or any of them) have been cancelled

Subordinated Loans means the aggregate of all and any loans made available or to be made available by the Chargor to the Borrower from time to time (and whether pursuant to the Subordinated Loan Agreement or otherwise)

Subordinated Loan Agreement means the subordinated loan agreement to be entered into on or about the date of this Deed between the Borrower and the Chargor

1 2 **Interpretation**

(a) Unless otherwise defined in this Deed, a term defined in the Facility Agreement has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed

(b) In this Deed, the term

(i) **dispose** includes any sale, lease, licence, transfer or loan, and

(ii) **assets** includes present and future properties, revenues and rights of every description (including any right to receive such revenues)

(c) Clause 1 2 (Construction) of the Facility Agreement is incorporated into this Deed as if set out here in full but so that each reference in that clause to **this Agreement** shall be read as a reference to this Deed

1 3 **Third Party Rights**

(a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Finance Document issued or entered into under or in connection with it but this does not affect any right

or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999

(b) Unless expressly provided to the contrary in any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Finance Document issued or entered into under or in connection with it

2 Charging provisions

2 1 General

All Security created by the Chargor under clauses 2 2 and 2 3 is

(a) a continuing security for the payment and discharge of the Secured Obligations,

(b) granted with full title guarantee,

(c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Assets, and

(d) granted in favour of the Security Agent as security agent for the Finance Parties

2 2 Assignment

(a) The Chargor assigns by way of Security all of its rights, benefits, title, claim and interest in and to the Subordinated Loan Agreement, each Subordinated Loan and all Related Rights in order to secure the Secured Obligations

(b) The Chargor shall remain liable to perform all its obligations under the Subordinated Loan Agreement and in respect of each Subordinated Loan

2 3 Charge

To the extent not validly and effectively assigned pursuant to clause 2 2 above, the Chargor charges by fixed charge all its rights, benefits, title, claim and interest in and to the Subordinated Loan Agreement, each Subordinated Loan and all Related Rights in order to secure the Secured Obligations

2 4 Limited Recourse

Notwithstanding any other provision of the Finance Documents, it is expressly agreed and understood that

(a) the sole recourse of the Security Agent to the Chargor under this Deed is to the Chargor's interest in the Secured Assets;

(b) the liability of the Chargor to the Security Agent pursuant to or otherwise in connection with the Finance Documents shall be

(i) limited in aggregate to an amount equal to that recovered as a result of enforcement of this Deed with respect to the Secured Assets, and

(ii) satisfied only from the proceeds of sale or other disposal or realisation of the Secured Assets pursuant to this Deed,

(c) no guarantee has been given by the Chargor to the Security Agent under the Finance Documents, and

(d) any legal right of the Security Agent to take any steps or other proceedings for the winding up, dissolution, bankruptcy or reorganisation of the Chargor is subject to the Security Agent having first enforced the Security created under this Deed in accordance with the terms of this Deed

3 General security provisions

3 1 Continuing security

The Security constituted by this Deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Chargor or any other person of the whole or any part of the Secured Obligations

3 2 Additional security

This Deed is in addition to and is not in any way prejudiced by any other guarantee or Security now or subsequently held by any Finance Party.

3 3 Settlements conditional

(a) If the Security Agent (acting reasonably) believes that any amount paid by any person in respect of the Secured Obligations is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid

(b) Any settlement, discharge or release between the Chargor and any Finance Party shall be conditional upon no Security or payment to or for that Finance Party by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise

3 4 Waiver of defences

The liability of the Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this clause 3 4, would reduce, release or prejudice any of its liability under this Deed (without limitation and whether or not known to it or any Finance Party) including

(a) any time, waiver or consent granted to, or composition with, any Transaction Obligor or other person,

(b) the release of any Transaction Obligor or any other person under the terms of any composition or arrangement with any creditor of any Transaction Obligor,

(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 Transaction Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security,

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Transaction Obligor or any other person,

(e) any amendment (however fundamental) or replacement of a Finance Document or any other document or Security,

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security, or

(g) any insolvency or similar proceedings

3 5 Chargor Intent

Without prejudice to the generality of clause 3 4, the Chargor expressly confirms that it intends that this Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following

(a) acquisitions of any nature,

(b) increasing working capital,

(c) enabling investor distributions to be made,

(d) carrying out restructurings,

(e) refinancing existing facilities,

(f) refinancing any other indebtedness;

(g) making facilities available to new borrowers,

(h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and

(i) any fees, costs and/or expenses associated with any of the foregoing

3 6 Immediate recourse

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

3 7 Appropriations

Until all amounts which may be or become payable by the Transaction Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may

(a) refrain from applying or enforcing any other monies, Security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same, and

(b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed

3 8 **Deferral of Chargor's rights**

Until all amounts which may be or become payable by the Transaction Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Security Agent otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents

(a) to be indemnified by any Transaction Obligor,

(b) to claim any contribution from any guarantor of, or person providing Security for, any Transaction Obligor's obligations under the Finance Documents, and/or

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Finance Party

4 **Notices of assignment and Borrower Confirmations**

4 1 Pursuant to this clause 4, the Chargor notifies the Borrower that, pursuant to this Deed, the Chargor has assigned all of its benefits rights, titles, claims and interests in and to the Subordinated Loan Agreement, each Subordinated Loan and all Related Rights

4 2 The Borrower enters into this Deed to

(a) acknowledge to the Security Agent and the Chargor that it has notice of the assignment referred to in clause 4 1 above,

(b) confirm to the Security Agent that the Borrower has not claimed or exercised, has no outstanding right to claim or exercise and will not exercise any right of set off, counter claim or other right relating to any payment to be made by the Borrower in respect of the Subordinated Loan Agreement, any Subordinated Loan and/or any Related Right, and

(c) acknowledge that the Security Agent shall not be under any obligation in relation to the Subordinated Loan Agreement and/or any Subordinated Loan as a consequence of this Deed and the Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Subordinated Loan Agreement and/or each Subordinated Loan

5 **Negative pledge**

5 1 The Chargor shall not create nor permit to subsist any Security, other than Security arising under this Deed, over any of the Secured Assets

5 2 Clause 5 1 does not apply to any Security or arrangement which is security expressly permitted under the Finance Documents

6 **Restrictions on disposals**

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, assign, lend,

factor, pledge, charge, exchange or otherwise dispose of any of the Secured Assets or the equity of redemption therein nor permit any other person to do any such thing

7 **Further assurance**

7 1 The Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent or any Receiver may reasonably specify (and in such form as the Security Agent or any Receiver may reasonably require) in favour of the Security Agent or its nominee(s)

(a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to this Deed or by law, and/or

(b) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Deed

7 2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to this Deed.

7 3 Any document required to be executed by the Chargor under this clause 7 will be prepared at the cost of the Chargor

8 **Representations**

The Chargor makes the representations set out in this clause 8 to the Security Agent for the benefit of each Finance Party

8 1 **Status**

(a) It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation

(b) It has the power to own its assets and carry on its business as it is being conducted

8 2 **Binding obligations**

(a) The obligations expressed to be assumed by it in this Deed are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations

(b) Without limiting the generality of clause 8 2(a), this Deed creates the Security which this Deed purports to create and the Security is valid and effective

8 3 **Non-conflict with other obligations**

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

(a) any law or regulation applicable to it,

(b) its constitutional documents, or

(c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument

8 4 **Power and authority**

(a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed

(b) No limit on its powers will be exceeded as a result of the grant of the Security contemplated by this Deed

8 5 **Validity and admissibility in evidence**

All Authorisations required or desirable

(a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed, and

(b) to make this Deed admissible in evidence in its Relevant Jurisdictions,

have been obtained or effected and are in full force and effect except any Authorisation referred to in clause 8 8 which Authorisations will be promptly obtained or effected after the date of this Deed

8 6 **Acting as principal**

It is acting in all matters relating to this Deed as principal for its own account and not as agent or trustee or in any other capacity whatsoever on behalf of any third party

8 7 **Governing law and enforcement**

(a) The choice of English law as the governing law of this Deed will be recognised and enforced in its Relevant Jurisdictions

(b) Any judgment obtained in England in relation to this Deed will be recognised and enforced in its Relevant Jurisdictions

8 8 **No filing or stamp taxes**

It is not necessary under the laws of its Relevant Jurisdictions that this Deed be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Deed or the transactions contemplated by this Deed except registration of a statement of particulars and a certified copy of this Deed at Companies House under the Companies Act 2006 and payment of associated fees, which registrations and filings will be made and paid promptly after the date of this Deed

8 9 **Good title to assets**

It has a good, valid and marketable title to the Secured Assets, in each case, free from Security (other than that created by or pursuant to this Deed)

8 10 **Legal and beneficial ownership**

(a) The Chargor is the sole legal and beneficial owner of the assets over which it purports to grant Security

(b) Each Secured Asset is legally and beneficially owned by the Chargor free from any claims, third party rights or competing interests other than Security created under the Security Documents

(c) No breach of any law or regulation is outstanding which adversely affects or might adversely affect the value of any Secured Asset

8 11 **Subordinated Loan**

The Subordinated Loan Agreement is in full force and effect in accordance with its terms and is enforceable (subject to the Finance Documents) by the Chargor against the Borrower There are no restrictions on the ability of the Chargor to assign or charge any Subordinated Loan, whether contained in the Subordinated Loan Agreement or otherwise

8 12 **Repetition**

The representations and warranties in this clause 8 are deemed to be made by the Chargor by reference to the facts and circumstances then existing on

(a) the date of this Deed,

(b) the date of each Utilisation Request,

(c) the Utilisation Date, and

(d) the first day of each Interest Period

9 **Undertakings**

9 1 **Duration**

The Chargor undertakes to the Security Agent for the benefit of the Finance Parties in accordance with this clause 9 The undertakings in this clause 9 shall remain in force during the Security Period

9 2 **Authorisations**

It shall promptly

(a) obtain, comply with and do all that is necessary to maintain in full force and effect, and

(b) supply certified copies to the Security Agent of,

any Authorisation required under any law or regulation of a Relevant Jurisdiction to enable it to perform its obligations under this Deed and to ensure the legality, validity, enforceability or admissibility in evidence of this Deed

9 3 **General**

The Chargor shall not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Finance Parties of the Security created by or under this Deed

9 4 **Subordinated Loan**

The Chargor shall not take, or omit to take, any action which might result in

(a) the alienation or impairment of any rights in any Subordinated Loan, or

(b) any right to terminate the Subordinated Loan Agreement becoming exercisable by any party to that agreement

9 5 **Information**

The Chargor shall provide to the Security Agent such documents or information relating to the Secured Assets as the Security Agent (acting reasonably) may from time to time request and shall promptly deliver to the Security Agent a copy of any notice or proceedings served by any person on the Chargor concerning any Secured Asset or alleging any breach of its obligations relating to any Secured Asset

10 **Security power of attorney**

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed The Chargor ratifies and confirms whatever any attorney properly does or purports to do pursuant to its appointment under this clause 10

11 **Permitted Payments**

The Borrower may make payments in respect of the Subordinated Loans (whether of principal, interest or otherwise) from time to time out of available sums standing to the credit of the General Account provided these are permitted to be paid out in accordance with clause 17 6(d) of the Facility Agreement

12 **Enforcement of security**

12 1 **When security is enforceable**

On the occurrence of any Event of Default which is continuing, the Security created by and under this Deed is immediately enforceable

12 2 **Acts of enforcement**

The Security Agent may, in its absolute discretion, at any time when the Security created by or under this Deed is enforceable

(a) enforce all or any part of the Security created by or under this Deed in any manner it sees fit,

(b) exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by this Deed, and rights and powers conferred on a

Receiver by this Deed, whether or not it has taken possession of, or appointed a Receiver to any of, the Secured Assets;

(c) appoint one or more persons to be a Receiver to all or any part of the Secured Assets,

(d) exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by this Deed),

(e) sell all or any of the Secured Assets in any manner permitted by law and on such terms as the Security Agent shall in its absolute discretion determine, and/or

(f) apply all and any monies received in respect of the Secured Assets as though they were proceeds of sale

12 3 **Statutory Powers - General**

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

(b) Section 103 of the Law of Property Act 1925 and section 93 of the Law of Property Act 1925 do not apply to the Security constituted by or under this Deed

(c) Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and receivers

12 4 **Contingencies**

If the Security Agent enforces the Security constituted by or under this Deed at a time when no amounts are due to the Finance Parties under the Finance Documents but at a time when amounts may or will become so due, the Security Agent or the Receiver may pay the proceeds of any recoveries effected by it into an interest bearing suspense account

12 5 **Mortgagee in possession – no liability**

Neither the Security Agent nor any Receiver shall be liable 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 otherwise be liable

12 6 **Redemption of prior mortgages**

At any time after the Security created by or under this Deed has become enforceable, the Security Agent may, at the sole cost of the Chargor (payable to the Security Agent on demand)

(a) redeem any prior form of Security over any Secured Asset, and/or

(b) procure the transfer of that Security to itself, and/or

(c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargor

13 Receiver

13 1 Appointment of Receiver

(a)

(i) At any time after any Security created by or under this Deed is enforceable, the Security Agent may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 12 2(c) (Acts of enforcement)

(ii) At any time if so requested in writing by the Chargor, without further notice, the Security Agent may appoint one or more persons to be a Receiver of all or any part of the Secured Assets as if the Security Agent had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred by the Law of Property Act 1925

(b) Any Receiver appointed under this Deed shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Security Agent be in any way responsible for any misconduct, negligence or default of the Receiver

(c) Where the Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 of the Insolvency Act 1986 (a) obtaining a moratorium, or (b) anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 of the Insolvency Act 1986 shall not be grounds for appointment of a Receiver

13 2 Removal

The Security Agent may by written notice remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated

13 3 Powers of Receiver

(a) General

(i) In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 13 3

(ii) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of any other Receivers

(iii) A Receiver may, (in the name of the Chargor),

(A) do all other acts and things which he may consider expedient for realising any Secured Asset, and

(B) exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner

(b) Borrow monies

A Receiver may raise and borrow money (either unsecured or on the security of any Secured Asset, either in priority to the security constituted by this Deed or otherwise) on any terms and for whatever purpose which he thinks fit No person lending that monies need enquire as to the propriety or purpose of the exercise of that power or to check the application of any monies so raised or borrowed

(c) Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor relating in any way to any Secured Asset

(d) Delegation

A Receiver may delegate his powers in accordance with clause 15 (Delegation)

(e) Employees

For the purposes of this Deed, a Receiver as he thinks appropriate, on behalf of the Chargor or for itself as Receiver, may

(i) appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper, and

(ii) discharge any such persons appointed by the Chargor

(f) Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of the Chargor in relation to any Secured Asset as he considers expedient

(g) Possession

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

(h) Receipts

A Receiver may give valid receipts for all monies and execute all assurances and things which may be expedient for realising any Secured Asset

(i) Sale of assets

A Receiver may sell, exchange, convert into monies and realise any Secured Asset by public auction or private contract in any manner and on any terms which he thinks proper The consideration for any such transaction may consist of cash, debenture or other obligations, shares, stock or other valuable consideration and any such consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit

(j) Deal with Secured Assets

A Receiver may, without restriction vary the terms of or otherwise dispose of or deal with, all or any part of the Secured Assets without being responsible for loss or damage, and so that any such disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration, and the Receiver may form and promote, or concur in forming and promoting, a company or companies to purchase or otherwise acquire interests in all or any of the Secured Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase or otherwise acquire all or any of the Secured Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit

(k) Security

A Receiver may redeem any prior Security and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the monies so paid shall be deemed to be an expense properly incurred by the Receiver

(l) Incidental Matters

A Receiver may do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Assets and to use the name of the Chargor for all the purposes set out in this clause 13

13.4 **Remuneration**

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it.

14 **Distressed Disposal**

14 1 If a Distressed Disposal is being effected, the Security Agent is irrevocably authorised (at the cost of the Borrower and without any consent, sanction, authority or further confirmation from the Borrower or the Chargor), to release the Borrower from all or any part of the Subordinated Loans

14 2 The net proceeds of a Distressed Disposal shall be paid to the Security Agent for application in accordance with clause 16 (Application of monies) as if those proceeds were monies received by the Security Agent or any Receiver under this Deed

14 3 For the purposes of this clause 14, a **Distressed Disposal** shall mean a disposal of the shares in the Borrower which is (i) being effected in circumstances where the Transaction Security has become enforceable, (ii) being effected by enforcement of the Transaction Security or (iii) being effected by the Chargor after the enforcement of any Transaction Security or after service by the Agent of a notice under clause 23 18(b) (Acceleration) of the Facility Agreement or after the Agent has served a demand following service of a notice under clause 23 18(c) (Acceleration) of the Facility Agreement

15 **Delegation**

15 1 The Security Agent and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Agent and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Agent and Receiver (as appropriate) may think fit

15 2 The Security Agent and any Receiver will not be liable or responsible to the Chargor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate (except if caused directly by the wilful misconduct of the Security Agent or any Receiver)

16 **Application of monies**

16 1 Sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed

16 2 All monies received by the Security Agent or any Receiver under this Deed shall be applied in the following order

(a) in discharging any proper sums owing to the Security Agent, any Receiver or any Delegate,

(b) in payment of all proper costs and expenses incurred by the Agent or any Secured Party in connection with any realisation or enforcement of the Transaction Security taken in accordance with the terms of the Facility Agreement and any other Finance Document,

(c) in or to the Agent to be applied in or toward payment of the Secured Obligations in the following order

(i) first, in or towards payment pro rata of any proper unpaid fees, costs and expenses of, and other amounts owing to, the Agent, the Security Agent, any Receiver or any Delegate under the Finance Documents,

(ii) secondly, in or towards payment pro rata of any accrued interest on any Property Protection Loans due but unpaid under the Facility Agreement,

(iii) thirdly, in or towards payment pro rata of any principal of Property Protection Loans due but unpaid under the Facility Agreement,

(iv) fourthly, in or towards payment pro rata of

(A) any accrued interest and fees due but unpaid to the Lenders under the Facility Agreement, and

(B) any periodical payments (not being payments as a result of termination or closing out) due but unpaid to the Hedge Counterparty under the Hedging Agreements,

(v) fifthly, in or towards payment pro rata of

(A) any principal due but unpaid to the Lenders under the Facility Agreement, and

(B) any payments as a result of termination or closing out due but unpaid to the Hedge Counterparty under the Hedging Agreements, and

(vi) sixthly, in or towards payment pro rata of any other sum due but unpaid under the Finance Documents; and

(d) the balance (if any) will be applied as required by law

16 3 The Security Agent and any Receiver may place any money received, recovered or realised pursuant to this Deed in or at an interest bearing suspense account and it may retain the same for such period as it reasonably considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations

17 **Protection of third parties**

17 1 No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents has an obligation to enquire of the Security Agent, any Receiver or others

(a) whether the Secured Obligations have become payable,

(b) whether any power purported to be exercised has become exercisable,

(c) whether any Secured Obligations or other monies remain outstanding,

(d) how any monies paid to the Security Agent or any other Finance Party or to the Receiver shall be applied, or

(e) the status, propriety or validity of the acts of the Receiver or the Security Agent

17 2 The receipt by the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Agent or any other Finance Party or any Receiver

17 3 In clauses 17.1 and 17 2 **purchaser** includes any person acquiring, for monies or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Secured Assets or any of them

18 **Subsequent security**

If the Security Agent or any Finance Party receives notice of any other subsequent Security or other interest affecting all or any of the Secured Assets it may open a new account or accounts for the Chargor or the Borrower in its books If it does not do so then, unless it gives express written notice to the contrary to the Chargor, as from the time of receipt of such notice by the Security Agent, all payments made by the Chargor to the Security Agent or to any other Finance Party shall not be treated as having been applied in reduction of the Secured Obligations

19 **Payments**

19 1 **Currency of account**

Subject to clause 19 2, sterling is the currency of account and payment for any sum due from the Chargor under this Deed

19 2 **Change of currency**

(a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then

(i) any reference in this Deed to, and any obligations arising under this Deed in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Security Agent, and

(ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Security Agent (acting reasonably)

(b) If a change in any currency of a country occurs, this Deed will, to the extent the Security Agent (acting reasonably) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the London interbank market and otherwise to reflect the change in currency

19 3 **No set-off by the Chargor**

All payments to be made by the Chargor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim

20 **Miscellaneous**

20 1 **Certificates and determinations**

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates

20 2 **Partial invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

20 3 **Remedies and waivers**

(a) No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed No election to affirm this Deed on the part of the Security Agent shall be effective unless it is in writing No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law

(b) A waiver given or consent granted by the Security Agent under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given

20 4 **Releases**

Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of the Chargor, take whatever action is necessary to release and reassign to the Chargor its rights arising under this Deed and the Secured Assets from the Security created by and under this Deed and return all documents or deeds of title delivered to the Security Agent under this Deed

21 **Notices**

21 1 **Communications in writing**

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter

21 2 **Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is

(a) in the case of the Chargor, that identified with its name below, and

(b) in the case of the Borrower, that identified with its name below, and

(c) in the case of the Security Agent, that identified with its name below,

or any substitute address or fax number or department or officer as the Party may notify to the Security Agent (or the Security Agent may notify to the other Parties if a change is made by the Security Agent) by not less than 5 Business Days' notice

21 3 **Delivery**

(a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective

(i) if by way of fax, when received in legible form, or

(ii) if by way of letter, when it has been left at the relevant address or 5 Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 21 2, if addressed to that department or officer

(b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose)

(c) Any communication or document which becomes effective, in accordance with clauses 21 3(a) and/or 21 3(b), after 5 00 pm in the place of receipt shall be deemed only to become effective on the following day

21 4 **Notification of address and fax number**

Promptly upon receipt of notification of an address or fax number or change of address or fax number pursuant to clause 21 2 or changing its own address or fax number, the Security Agent shall notify the other Parties

21 5 **Electronic communication**

(a) Any communication to be made between any two Parties under or in connection with this Deed may be made by electronic mail or other electronic means to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if those two Parties

(i) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means, and

(ii) notify each other of any change to their address or any other such information supplied by them by not less than 5 Business Days' notice

(b) Any electronic communication made between those two Parties will be effective only when actually received in readable form and in the case of any electronic communication made by a Party to the Security Agent only if it is addressed in such a manner as the Security Agent shall specify for this purpose

(c) Any electronic communication which becomes effective, in accordance with clause 21 5(b), after 5 00 pm in the place of receipt shall be deemed only to become effective on the following day

21 6 **English language**

(a) Any notice given under or in connection with this Deed must be in English

(b) All other documents provided under or in connection with this Deed must be.

(i) in English, or

(ii) if not in English, and if so required by the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document

22 **Assignment**

The Security Agent may assign or otherwise transfer all or any part of its rights under this Deed or any Security created by or under it in accordance with the terms of the Finance Documents

23 **Counterparts**

This Deed or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts Each counterpart is an original, but all counterparts shall together constitute one and the same instrument Delivery of a counterpart of this Deed or any such Finance Document

entered into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery

24 **Governing law**

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

25 Enforcement

25 1 **Jurisdiction of English courts**

(a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) **(Dispute)**

(b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

(c) This clause 25 is for the benefit of the Security Agent As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions

This Deed has been executed as a deed and delivered on the date given at the beginning of this Deed

SIGNATURES TO THE DEED

The Chargor

Executed as a deed by)
London and Regional Properties Limited)
acting by a director in the presence of) Director

Signature of witness

Name

Reed Smith LLP
Address **The Broadgate Tower**
20 Primrose Street
London
EC2A 2RS

Address London & Regional, 8th Floor, 55 Baker Street, London, W1U 8EW
Fax No +44 (0) 20 7563 9010
Attention Leonard Sebastian

The Borrower

Executed as a deed by)
LR (City Road) Ltd acting by a director in the)
presence of) Director

Signature of witness

Name

Reed Smith LLP
Address **The Broadgate Tower**
20 Primrose Street
London
EC2A 2RS

Address London & Regional, 8th Floor, 55 Baker Street, London, W1U 8EW
Fax No +44 (0) 20 7563 9010
Attention Leonard Sebastian