

# MR01

## Particulars of a charge



Companies House

132589-13

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

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **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 for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR02

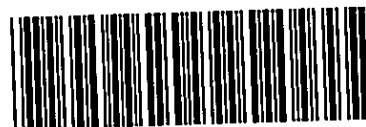
For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registra  
21 days beginning with the day after the date of creation of i  
delivered outside of the 21 days it will be rejected unless it is  
court order extending the time for delivery



You must enclose a certified copy of the instrument with this  
scanned and placed on the public record

THURSDAY



\*A2L58HEA\*

A34

14/11/2013

#227

COMPANIES HOUSE

### 1 Company details

Company number 0 4 2 2 4 4 7 6

Company name in full Telereal General Property Trustee 1 Limited (as trustee)

30

For official use

→ 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 0 1 1 1 2 0 1 3

### 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 Citicorp Trustee Company Limited for itself and as security trustee  
for the HT Secured Creditors

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

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## Particulars of a charge

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### 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

N/A

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**

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**Trustee statement <sup>1</sup>**

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



<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

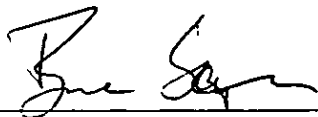
9

**Signature**

Please sign the form here

Signature

Signature

X  FOR BRIDGES LLP X

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

# MRO1

## 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 JAS MXM TEL19 32 19211601

Company name Brodies LLP

Address 15 Atholl Crescent

Post town Edinburgh

County/Region

Postcode E H 3 8 H A

Country United Kingdom

DX ED10

Telephone 0131 228 3777



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 4224476

Charge code: 0422 4476 0030

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st November 2013 and created by TELEREAL GENERAL PROPERTY TRUSTEE 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th November 2013.

Given at Companies House, Cardiff on 19th November 2013



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

**EXECUTION VERSION**

**HT Assignment in Security**

**by**

**Telereal General Property Trustee 1 Limited and**

**Telereal General Property Trustee 2 Limited**

**as HeadLease Trustees**

**in favour of**

**Citicorp Trustee Company Limited**

**as HT Security Trustee**

**relating to**

**Project Warren (Bank Pool)**

**Subjects: Rights under TGP Property Sale Agreement**

**Brodies LLP  
15 Atholl Crescent  
Edinburgh EH3 8HA  
T: 0131 228 3777  
F: 0131 228 3878  
DX ED 10  
Ref: BS MXM.TEL19.32  
FAS 0468  
2013**

**CERTIFIED A TRUE  
COPY SAVE FOR THE  
MATERIAL REDACTED  
PURSUANT TO S859G  
OF THE COMPANIES  
ACT 2006**

*M. MacInnes*

**BRODIES LLP  
Solicitors**

**13/11/2013**

**Ref TEL 19.32**

## **ASSIGNATION IN SECURITY**

by

**TELEREAL GENERAL PROPERTY TRUSTEE 1 LIMITED**, a company incorporated under the Companies Acts (registered number 4224476) and having its registered office at 140 London Wall, London EC2Y 5DN and **TELEREAL GENERAL PROPERTY TRUSTEE 2 LIMITED**, a company incorporated under the Companies Acts (registered number 4222539) and having its registered office at 140 London Wall, aforesaid, as trustees under trust deed for TGP (defined below) (hereinafter, together as such trustees called the "**HeadLease Trustees**", which expression shall include their successors in title and assignees and persons deriving title through or under them)

in favour of

**CITICORP TRUSTEE COMPANY LIMITED**, a company incorporated under the Companies Acts (registered number 235914) and having its registered office at Canada Square, Canary Wharf, London E14 5LB for itself and as security trustee for the HT Secured Creditors (defined below) (who and whose successors and assignees as such trustee from time to time are hereinafter called the "**HT Security Trustee**")

## **WHEREAS**

- (A) TGP (defined below) and the HeadLease Trustees are entering into the Issuer/Borrowers Facility Agreement with, *inter alios*, the Issuer and the HT Security Trustee, and
- (B) The HeadLease Trustees have agreed to grant this Assignment in Security to the HT Security Trustee to secure, *inter alia*, the obligations of the HeadLease Trustees and each other HT Chargor under the HT Deed of Charge, this Assignment in Security and the other Transaction Documents to which any HT Chargor is a party

## **NOW THEREFORE**

The HeadLease Trustees and the HT Security Trustee agree as follows -

### **1 Definitions and construction**

#### **1.1 Definitions**

In this Assignment in Security:

- 1.1.1 "**HT Chargor Secured Liabilities**" has the meaning ascribed thereto in the Master Definitions and Framework Deed,
- 1.1.2 "**HT Secured Creditors**" has the meaning ascribed thereto in the Master Definitions and Framework Deed,

- 1 1 3      **"Schedule"** means the schedule annexed and executed as relative to this Assignment in Security;
- 1 1 4      **"TGP"** means Telereal General Property Limited Partnership, a limited partnership established and registered under the Limited Partnerships Act 1907 with registered number LP007869 acting through its general partner Telereal General Property GP Limited, a company incorporated under the Companies Acts with registered number 4222546 and having its registered office at 140 London Wall, London EC27 5DN,
- 1 1 5      **"TGP Property Sale Agreement"** has the meaning ascribed thereto in the Master Definitions and Framework Deed

## 1 2      **Construction**

- 1 2 1      Capitalised terms in this Assignment in Security (including the recitals hereto) have, unless expressly defined in this Assignment in Security, the meanings ascribed to them in the master definitions and framework deed entered into between, *inter alios*, the HeadLease Trustees and the HT Security Trustee and dated on or around 1 November 2013 (as it may have been, or may from time to time be, replaced, extended, amended, varied, novated, supplemented or superseded in accordance with its terms) (the **"Master Definitions and Framework Deed"**) If there is any conflict between this Assignment in Security and the definitions set out in the Master Definitions and Framework Deed, this Assignment in Security shall prevail
- 1 2 2      The Principles of Construction as defined in and set out in the Master Definitions and Framework Deed shall apply to this Assignment in Security as though the same were set out in full in this Assignment in Security In the event of any conflict between the provisions of this Assignment in Security and the said Principles of Construction, the provisions of this Assignment in Security shall apply
- 1 2 3      If the HT Security Trustee considers that an amount paid by a HT Chargor to a HT Secured Creditor under or pursuant to any of the HT Secured Documents is capable of being avoided or otherwise set aside on the liquidation or administration of that HT Chargor or otherwise or that there is a reasonable prospect of such liquidation or administration or other events having like effect occurring, then that amount shall not be considered to have been irrevocably paid for the purposes of this Assignment in Security
- 1 2 4      References to this Assignment in Security shall be construed as references to this Assignment in Security and (in so far as the context permits or requires) any deed supplemental hereto
- 1 2 5      The term HT Chargor Secured Liabilities includes liabilities which would be treated as such but for the liquidation or dissolution or, a similar event, affecting a HT Chargor



1 2 6        The date of delivery of this Assignment in Security is the date of delivery stated below the signature of the HeadLease Trustees. If no date of delivery is stated, the date of delivery is the date of signing stated below the signatures of the HeadLease Trustees.

1 2 7        Notwithstanding that this Assignment in Security is executed by the Headlease Trustees and also by the HT Security Trustee, this Assignment in Security is intended to be effective as a charge from the date of delivery of this Assignment in Security by the HeadLease Trustees

### **1.3      Incorporation of Common Terms**

This Assignment in Security shall have expressly and specifically incorporated into it the Common Terms as defined in and set out in the Master Definitions and Framework Deed as though they were set out in full in this Assignment in Security. If there is any conflict between this Assignment in Security and the Common Terms, this Assignment in Security shall prevail, provided that if there is a conflict between this Assignment in Security and Clause 4 (*Recourse and Non-Petition*) of the Master Definitions and Framework Deed, Clause 4 (*Recourse and Non-Petition*) of the Master Definitions and Framework Deed shall prevail.

## **2          Obligation to Pay and to discharge Liabilities**

Each of the HeadLease Trustees, on a joint and several basis, undertake to the HT Security Trustee that it shall pay or discharge the HT Chargor Secured Liabilities in the manner provided for in the applicable HT Secured Documents. Provided that in the event that payment of the HT Chargor Secured Liabilities is not made in full the liability of the HeadLease Trustees in respect of such obligation shall be satisfied solely by application of any monies realised on enforcement of the HeadLease Trustees' right of recourse to the Relevant Assets in accordance with Clause 6 1(a) of the HT Trust Deed and under general law.

## **3          Assignment**

3 1        As a continuing security for the payment or discharge in full when due of all the HT Chargor Secured Liabilities the HeadLease Trustees, (subject to the provisions of Clause 6), hereby assign absolutely to the HT Security Trustee all of their right, title, interest and benefit, present and future, in and to the TGP Property Sale Agreement including

3 1 1        all of their rights to receive payment of any amounts which may become payable to them pursuant to or with respect to the TGP Property Sale Agreement,

3 1 2        all moneys received by them pursuant to or with respect to the TGP Property Sale Agreement,

3 1 3        all of their rights to give notices and/or make demands pursuant to the TGP Property Sale Agreement and/or to take such steps which are required to cause payments to

become due and payable thereunder or with respect to the TGP Property Sale Agreement,

3 1 4 all of their rights of action in respect of any breach of or default in respect of the TGP Property Sale Agreement, and

3 1 5 all of their rights to receive damages or compensation or obtain other relief in relation to the TGP Property Sale Agreement, including in respect of any breach of or default in respect of the TGP Property Sale Agreement

(together the "Assigned Rights")

3 2 Notwithstanding the assignment set out in Clause 3 1 above, whilst this Assignment in Security subsists the HeadLease Trustees shall perform and continue to perform all obligations and liabilities imposed on them under the TGP Property Sale Agreement

3 3 Notwithstanding the assignment set out in Clause 3 1 above, the HeadLease Trustees shall be entitled to exercise or refrain from exercising the rights, powers, authorities, discretions and other benefits conferred on the HeadLease Trustees by the TGP Property Sale Agreement in such manner as the HeadLease Trustees in their absolute discretion shall think fit (but subject to and in accordance with any other express provisions of the Transaction Documents) but such entitlement shall (unless the HT Security Trustee otherwise agrees in writing) terminate forthwith on the occurrence of a Loan Event of Default which is continuing

3 4 It shall not be incumbent on the HT Security Trustee to take any steps or institute any proceedings for the recovery of the Assigned Rights or any part thereof

3 5 No obligation shall be assumed by the HT Secured Creditors in respect of the Assigned Rights as a result of the execution and delivery by the HeadLease Trustees of this Assignment in Security and, in particular without limitation to the generality thereof, no liability will be incurred by the HT Secured Creditors as a result of any failure by the HT Secured Creditors to comply with all or any of their obligations in relation to the Assigned Rights or any part thereof (save in respect of any liability arising from gross negligence, fraud or wilful default on the part of the HT Secured Creditors)

3 6 The HeadLease Trustees undertake to the HT Security Trustee that they will -

3 6 1 forthwith following the date of delivery of this Assignment in Security give to each of the counterparties to the TGP Property Sale Agreement a notice in or substantially in the form set out in the Schedule, and

3 6 2 use reasonable endeavours to procure the delivery to the HT Security Trustee of acknowledgements of receipt thereof duly signed by or on behalf of such counterparties

#### **4 Enforcement**

4.1 Without prejudice to the rights of the HT Security Trustee to put into force and exercise all of the rights and powers and remedies possessed by it according to law as assignee of the Assigned Rights the security hereby granted, and any security interest created pursuant to this Assignment in Security shall become immediately enforceable on the occurrence of a Loan Event of Default which is continuing

4.2 At any time after this Assignment in Security has become enforceable the HT Security Trustee shall be entitled (but shall not be obliged), to exercise all rights and powers in relation to the Assigned Rights which could have been exercised by the HeadLease Trustees, prior to the security hereby granted or created pursuant to this Assignment in Security becoming enforceable and without prejudice to the generality of the foregoing the HT Security Trustee shall have the rights

4.2.1 to collect, recover, compromise, settle and give a good discharge for any and all monies and claims for monies for the time being comprised in the Assigned Rights,

4.2.2 to take possession of or sell or otherwise dispose of the Assigned Rights or any part thereof as if the HT Security Trustee was the absolute owner of the same, and

4.2.3 to exercise in relation to the Assigned Rights all such rights as the HeadLease Trustees then might exercise in relation thereto

#### **5 Proceeds of enforcement**

5.1 All monies received or recovered, after enforcement of this Assignment in Security, by the HT Security Trustee, shall be applied by the HT Security Trustee (save to the extent required by law and in each case only and to the extent that payments or provisions of a higher priority have been made in full) in accordance with the applicable provisions of the HT Deed of Charge

5.2 If the HT Security Trustee enforces this Assignment in Security at a time when either no amounts or not all amounts owing in respect of the HT Chargor Secured Liabilities have become due and payable, the HT Security Trustee may, for so long as no such amounts or not all such amounts have become due and payable, pay any monies referred to in Clause 5.1 into, and retain such monies in, any account to be held by it as security and applied by it in accordance with Clause 5.1 as and when any of the amounts referred to therein become due and payable

5.3 The HT Security Trustee will not be in any way liable to account to the HeadLease Trustees for anything other than the amount actually received by it in respect of the Assigned Rights and nothing in this Assignment in Security or otherwise is to be construed as requiring the HT Security Trustee to take any action against any party in respect of the Assigned Rights or any part of the Assigned Rights or (except in the case of gross negligence, fraud or wilful default) as making the HT Security Trustee liable to any party for any act done or omitted to be done pursuant to this Assignment in Security

5 4 The certificate of the HT Security Trustee as to the amount of -

5 4 1 the HT Chargor Secured Liabilities, and

5 4 2 amounts received by it in respect of the Assigned Rights,

will (except in the case of manifest error) in each case be conclusive and binding against the HeadLease Trustees

## **6 Re-assignment**

6 1 If proof is given to the HT Security Trustee of the irrevocable and unconditional full and final payment or discharge by the HT Chargors (or any of them) of all of the HT Chargor Secured Liabilities, the HT Security Trustee shall (at the request and cost of the HeadLease Trustees) subject to Clause 7 (*Continuing security and reinstatement*) re-assign the Assigned Rights to the HeadLease Trustees and pay to the HeadLease Trustees an amount equivalent to that part (if any) of the amount (if any) which the HT Security Trustee has received in respect of the Assigned Rights which exceeds the amount required to discharge in full all of the HT Chargor Secured Liabilities

6 2 On the making at any time by the HeadLease Trustees of a Permitted Disposal or other disposal permitted by any of the Bond Documents of all of any of its interest in the Assigned Rights, the HT Security Trustee shall, if so requested by and at the sole cost and expense (on an indemnity basis) of the HeadLease Trustees, but without being responsible for any loss, costs, claims or liabilities whatsoever occasioned by so acting upon such request, re-assign the Assigned Rights to the HeadLease Trustees, subject to and in accordance with the provisions of the Issuer/Borrowers Facility Agreement and this Assignment in Security

## **7 Continuing security and reinstatement**

7 1 This Assignment in Security

7 1 1 shall be without prejudice to and in addition to any other security whatsoever which may be held by the HT Secured Creditors or the HT Security Trustee on behalf of the HT Secured Creditors from any HT Chargor or any other person for or in respect of the whole or part of the HT Chargor Secured Liabilities, and

7 1 2 shall remain in force as continuing security for the HT Security Trustee notwithstanding any reimbursement, pre-payment or other form of settlement of account or the existence at any time of a credit balance on any current or other account or any other act, event or matter whatsoever, except only upon an absolute and unconditional discharge of this Standard Security made in accordance with Clause 6 (*Re-assignment*)

- 7 2 Where any release or discharge (whether in respect of the obligations of the HeadLease Trustees or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored, or which the HT Security Trustee considers will be avoided or restored on insolvency, liquidation or otherwise, the liability of the HeadLease Trustees under this Assignment in Security shall continue as if the release or discharge or arrangement had not occurred and this Assignment in Security shall to the greatest extent possible be restored

## **8 Restrictions on dealings**

The HeadLease Trustees shall not

- 8 1 1 create or (except to the extent already existing and as disclosed in writing to the HT Security Trustee) permit to subsist any Encumbrance on or over the Assigned Rights other than any Encumbrance created by this Assignment in Security and/or the HT Deed of Charge or any Encumbrance permitted by the Issuer/Borrowers Facility Agreement, or
- 8 1 2 except pursuant to this Assignment in Security or as otherwise permitted in terms of the Issuer/Borrowers Facility Agreement assign or otherwise deal in any other way with the Assigned Rights

## **9 Further assurance and power of attorney**

- 9 1 The HeadLease Trustees undertake jointly and severally to the HT Security Trustee that they will execute and deliver to the HT Security Trustee any further deed, agreement or instrument and do any act or thing in relation to the Assigned Rights as the HT Security Trustee may from time to time reasonably require for the purpose of perfecting or protecting the security constituted by this Assignment in Security
- 9 2 Immediately upon execution of this Assignment in Security, the HeadLease Trustees shall execute and deliver to the HT Security Trustee a power of attorney in or substantially in the form set out in Schedule 3 Part B to the HT Deed of Charge For the avoidance of doubt, the HT Security Trustee confirms that it may only exercise the powers conferred under such power of attorney in the circumstances set out therein

## **10 Nature of security**

- 10 1 The security constituted by this Assignment in Security-
- 10 1 1 is a continuing security and is not to be considered satisfied by any interim payment or settlement of account or otherwise but will remain in force until the irrevocable and unconditional payment or discharge of all of the HT Chargor Secured Liabilities,

10 1 2 will not prejudice or be prejudiced by any other security held by the HT Security Trustee at any time or any right which the HT Security Trustee may have against any other person in respect of the HT Chargor Secured Liabilities or any part of them,

10 1 3 will not be effected by any act, omission or circumstance (other than any act of gross negligence, fraud or wilful default on the part of the HT Security Trustee) which, but for this clause, might affect or diminish its effectiveness and (without prejudice to the generality of this clause) the HT Security Trustee will be entitled from time to time and without in any way impairing the HeadLease Trustees' obligations and liabilities under this Assignment in Security:-

10 1 3 1 to release or to grant any time or indulgence to the HeadLease Trustees or any other person and to enter into any compromise or arrangement and any other transaction of any kind with or in relation to the HeadLease Trustees or any other person or to agree to vary any existing arrangement or agreement,

10 1 3 2 to take, to accept, to vary, to deal with, to enforce, to abstain from enforcing, to surrender and to release any other security, and

10 1 3 3 to claim or to prove for, and to accept or to transfer any property or payment in respect of the liabilities of the HeadLease Trustees in any composition by or winding up of the HeadLease Trustees or any other person or to abstain from so claiming or providing or from accepting any such property or payment

10 2 The provisions of this Assignment in Security are in addition and without prejudice to any rights which the HT Security Trustee may have under any applicable rule of law or by contract or otherwise The rights, powers and remedies provided for in this Assignment in Security -

10 2 1 are cumulative, and

10 2 2 will not be affected or in any way be deemed to have been waived by, and will continue to be fully exercisable notwithstanding -

10 2 2 1 any failure or delay on the part of the HT Security Trustee to exercise or in exercising any one or more of them, and

10 2 2 2 any single or partial exercise of any one or more of them

## 11 Ruling off

If the HT Security Trustee receives notice of any Encumbrance affecting the Assigned Rights in contravention of the provisions hereof:

11 1 1 the HT Security Trustee may open a new account in the name of the HeadLease Trustees and, if it does not, it shall nevertheless be deemed to have done so at the time it received such notice, and

11 1 2 all payments made by the relevant HT Chargor to the HT Security Trustee after the HT Security Trustee receives such notice shall be credited or deemed to have been credited to the new account, and in no circumstances whatsoever shall they operate to reduce the HT Chargor Secured Liabilities as at the time the HT Security Trustee received such notice

## **12 Expenses and Indemnity**

### **12 1 Expenses**

The HeadLease Trustees undertake jointly and severally to the HT Security Trustee to reimburse or pay to the HT Security Trustee (on the basis of a full indemnity) the amount of all out-of-pocket costs, charges and expenses (including legal expenses and insurance premiums) properly incurred or sustained by the HT Security Trustee (including, for the avoidance of doubt, any such costs, charges and expenses arising from any act or omission of, or proceedings involving, any third person) in connection with

12 1 1 the preparation, registration or perfecting of this Assignment in Security or any other document entered into pursuant to it,

12 1 2 the exercise or the attempted exercise, or the consideration of the exercise by or on behalf of the HT Security Trustee of any of the powers of the HT Security Trustee and the enforcement, preservation or attempted preservation of this Assignment in Security and/or the Assigned Rights or any other action properly taken by or on behalf of the HT Security Trustee with a view to or in connection with the enforcement, preservation or attempted preservation on behalf of the HT Secured Creditors of its rights under this Assignment in Security, or any other Transaction Document, without limitation,

12 1 2 1 the enforcement, preservation or attempted preservation of this Assignment in Security or the Assigned Rights or any other action properly taken by or on behalf of the HT Security Trustee with a view to or in connection with the recovery by the HT Security Trustee of the HT Chargor Secured Liabilities from any HT Chargor or any other person,

12 1 2 2 the preparation, registration or perfecting of this Assignment in Security;

12 1 2 3 the carrying out of any other act or matter which the HT Security Trustee may reasonably consider to be for the preservation, improvement or benefit of the Assigned Rights and which the HeadLease Trustees are required to do pursuant to any of the Bond Documents to which they are a party but which they have not done, and

12 1 3 the appointment and removal of any person as a trustee of this Assignment in Security

## 12 2 Indemnity

The HeadLease Trustees undertake jointly and severally to the HT Security Trustee, subject to and in accordance with the HT Priorities of Payments, to indemnify the HT Security Trustee against any Indemnified Loss which it properly incurs, otherwise than by reason of its wilful default, gross negligence or fraud, in respect of,

12 2 1 the exercise or the attempted exercise, or the consideration of the exercise by or on behalf of the HT Security Trustee of any of the powers of the HT Security Trustee of its trusts, powers, authorities, duties, discretions and obligations or any other action taken by the HT Security Trustee with a view to or in connection with the enforcement, preservation, or attempting preservation on behalf of the HT Secured Creditors of its rights under this Assignment in Security or any other Transaction Document, including, without limitation

12 2 1 1 the enforcement, preservation or attempted preservation of this Assignment in Security;

12 2 1 2 the preparation, registration or perfecting of this Assignment in Security or any other document entered into pursuant to it,

12 2 1 3 any other action properly taken by or on behalf of the HT Security Trustee with a view to or in connection with the recovery by the HT Security Trustee of the HT Chargor Secured Liabilities from any HT Chargor or any other person,

12 2 1 4 the carrying out of any other act or matter which the HT Security Trustee may reasonably consider to be for the preservation, improvement or benefit of the Assigned Rights and which the HeadLease Trustees are required to do pursuant to any of the Bond Documents to which they are a party but which they have not done, and

12 2 2 any omission to do anything by the HT Security Trustee under this Assignment in Security or any other Transaction Document

References to the HT Security Trustee in this Clause 12 2 shall include any person to whom the HT Security Trustee delegates any trust, power, authority, duty, discretion or obligation under and in accordance with this Assignment in Security or any of the other Transaction Documents

## 12 3 Taxes

All sums of whatsoever nature (including, without limitation, remuneration and other fees) which are payable by the HeadLease Trustees under this Assignment in Security and which are now or at



any time hereafter become subject to VAT or any similar tax shall be deemed to be exclusive of VAT or any similar tax and the HeadLease Trustees in addition to such sums will indemnify the HT Security Trustee from and against all claims and liabilities whatsoever in respect thereof. However if, as a result of a change of law, the majority of the supplies made by the HT Security Trustee become subject to VAT

12.3.1 as regards VAT in respect of remuneration or other fees charged by the HT Security Trustee, the HeadLease Trustees will, instead of so indemnifying the HT Security Trustee, pay the amount of such VAT only against production of a valid VAT invoice, and

12.3.2 as regards VAT incurred by the HT Security Trustee in respect of costs or expenses, the HeadLease Trustees will indemnify the HT Security Trustee only to the extent that such VAT is irrecoverable

#### **12.4 Interest**

All sums payable by the HeadLease Trustees under Clause 12.1 (Expenses) or Clause 12.2 (Indemnity) shall be payable on demand and

12.4.1 in the case of payments actually made by the HT Security Trustee prior to the demand, shall carry interest at the rate per annum which is one per cent per annum higher than the base rate of the Bank of England for the time being from the date of the same being demanded to the date of actual payment (provided that such demand shall be made on a business day, otherwise interest shall be payable from the first business day following the date of the demand to the date of actual payment), and

12.4.2 in all other cases, shall carry interest at such rate from the date 15 days after the date of the same being demanded or (where the demand specifies that payment by the HT Security Trustee will be made on an earlier date provided such earlier date is a business day) from such earlier date (not being earlier than the date of such demand) to the date of actual payment

#### **12.5 HT Deed of Charge**

None of the provisions of this Clause 12 shall have the effect of limiting any of the provisions of Clause 29 of the HT Deed of Charge to the extent that such last-mentioned provisions provide greater benefits or protections to the HT Security Trustee

#### **13 Other security**

13.1 This Assignment in Security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice any other Encumbrance, right of recourse, set-off or other right whatsoever which the HT Security Trustee or any other HT Secured Creditor may now or at any time hereafter hold or have (or would apart from this Assignment in Security hold or have) as regards any HT

Chargor or any other person in respect of the HT Chargor Secured Liabilities, and neither the HT Security Trustee nor any other HT Secured Creditor shall be under any obligation to take any steps to call in or enforce any security for the HT Chargor Secured Liabilities, and shall not be liable to the HeadLease Trustees for any loss arising from any omission on the part of the HT Security Trustee or any other HT Secured Creditor to take any such steps or for the manner in which the HT Security Trustee or any other HT Secured Creditor shall enforce or refrain from enforcing any such security

- 13 2 The HeadLease Trustees waive any right they may have of first requiring the HT Security Trustee or any of the HT Secured Creditors to enforce any other rights or security before enforcing this Assignment in Security

**14 Avoidance of payments**

- 14 1 No assurance, security or payment which may be avoided or adjusted under the law, including under any enactment relating to bankruptcy or insolvency and no release, settlement or discharge given or made by the HT Security Trustee or any other HT Secured Creditor on the faith of any such assurance, security or payment, shall prejudice or affect the right of the HT Security Trustee or any other HT Secured Creditor to enforce this Assignment in Security to the full extent of the HT Chargor Secured Liabilities

- 14 2 If the HT Security Trustee shall have reasonable grounds for believing that any HT Chargor may be insolvent or deemed to be insolvent pursuant to the provisions of the Insolvency Act 1986 as at the date of any payment made by that company to the HT Security Trustee and that as a result, such payment may be capable of being avoided or clawed back, the HT Security Trustee shall be at liberty to retain this Assignment in Security until the expiry of a period of one month plus such statutory period within which any assurance, security, guarantee or payment can be avoided or invalidated after the payment and discharge in full of all HT Chargor Secured Liabilities notwithstanding any release, settlement, discharge or arrangement which may be given or made by the HT Security Trustee on, or as a consequence of, such payment or discharge of liability provided that, if at any time within such period, a petition shall be presented to a competent court for an order for the winding up or the making of an administration order in respect of any HT Chargor, as the case may be, or any HT Chargor, as the case may be, shall commence to be wound up or to go into administration or any analogous proceedings shall be commenced by or against any HT Chargor, as the case may be, the HT Security Trustee shall be at liberty to continue to retain this Assignment in Security for such further period as the HT Security Trustee may determine and this Assignment in Security shall be deemed to continue to have been held as security for the payment and discharge to the HT Security Trustee of all HT Chargor Secured Liabilities

**15 Further provisions**

- 15 1 If any of the provisions of this Assignment in Security become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired
- 15 2 The obligations of the HeadLease Trustees contained in or implied in this Assignment in Security are joint and several and shall be construed accordingly
- 15 3 Any provision of this Assignment in Security which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the HeadLease Trustees hereby waive any provision of law but only to the extent permitted by law which renders any provision of this Assignment in Security prohibited or unenforceable in any respect
- 15 4 No variation of any provision(s) of this Assignment in Security shall be effective unless it is in writing and signed by (or by a person duly authorised by) each of the parties hereto
- 15 5 The HeadLease Trustees undertake to the HT Security Trustee not to knowingly do anything inconsistent with this Assignment in Security or to knowingly prejudice this Assignment in Security provided that nothing herein shall be construed as limiting the rights of any of the HT Secured Creditors exercisable in accordance with and subject to the terms of the Transaction Documents.

**16 Change of name**

This Assignment in Security shall remain valid and enforceable notwithstanding any change in the name, composition or constitution of the HT Security Trustee or the HeadLease Trustees or any amalgamation or consolidation by the HT Security Trustee or the HeadLease Trustees with any other corporation

**17 HT security trustee**

- 17 1 The HT Security Trustee hereby declares itself as trustee of all the Encumbrances, covenants, representations, warranties and undertakings made or given to it or in its favour under or pursuant to this Assignment in Security for the benefit of each of the HT Secured Creditors in respect of the HT Chargor Secured Liabilities owed to each of them, respectively, upon and subject to the terms of the HT Deed of Charge and this Assignment in Security
- 17 2 Without prejudice to the generality of Clause 17 1, the HeadLease Trustees acknowledge that the provisions of Clause 16 (Provisions Supplemental to the Trustee Act 1925, the Trustee Act 2000, the Trustee Act (Northern Ireland) 1958 and the Trustee Act (Northern Ireland) 2001, as applicable in favour of the HT Security Trustee), Clause 17 (HT Security Trustee's Limitation on Liability), Clause 18 (Powers of the HT Security Trustee are Additional) and Clause 30 (Appointment of new

HT Security Trustee and removal of HT Security Trustee) of the HT Deed of Charge shall apply to the rights, obligations and duties of the HT Security Trustee under this Assignment in Security as if they were repeated herein in full under declaration that this Assignment in Security comprises one of the Transaction Documents and one of the Bond Documents and on the basis that, where appropriate, references to "this Deed" will be construed as references to this Assignment in Security

## **18 Notices**

Any notice or communication under or in connection with this Assignment in Security shall be in writing and shall be delivered personally, or by post or fax to the address notified in writing by the recipient to the other party from time to time. Proof of posting or despatch of any notice or communication shall be deemed to be proof of receipt.

18.1.1 in the case of a letter, on the third business day after posting, or

18.1.2 in the case of a fax on the business day of despatch

## **19 Authorisation**

The HeadLease Trustees hereby authorise the HT Security Trustee or its agents to insert the date of delivery of this Assignment in Security in the execution blocks below

## **20 Jurisdiction**

- 20.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment in Security (including a dispute relating to the existence, validity or termination of this Assignment in Security or any non-contractual obligation arising out of or in connection with this Assignment in Security) (a Dispute)
- 20.2 The parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- 20.3 This Clause 20 is for the benefit of HT Secured Creditors only. As a result, no HT Secured Creditor shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the HT Secured Creditors may take concurrent proceedings in any number of jurisdictions

21 Governing law

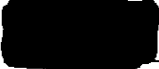
This Assignment in Security and any non-contractual provisions arising out of or in connection with this Assignment in Security shall be governed by, and shall be construed in accordance with, Scots law **IN WITNESS WHEREOF** these presents typewritten on this and preceding 14 pages together with the Schedule annexed hereto are executed as follows -

For and on behalf of **TELEREAL GENERAL PROPERTY TRUSTEE 1 LIMITED**

  
signature of  
director/secretary/authorised signatory/witness

Russell Greenhill

full name of above (print)



CHRISTOPHER BARRATT

65 Fleet Street, London EC4A 1HS  
address of witness

  
signature of  
director/secretary/authorised signatory

Valerie Perry

full name of above (print)

1 November 2013

date of signing

London

place of signing

1 November 2013  
date of delivery

For and on behalf of **TELEREAL GENERAL PROPERTY TRUSTEE 2 LIMITED**

  
signature of  
director/secretary/authorised signatory/witness

Russell Greenhill

full name of above (print)



CHRISTOPHER BARRATT

65 Fleet Street, London EC4A 1HS  
address of witness

  
signature of  
director/secretary/authorised signatory

Valerie Perry

full name of above (print)

1 November 2013

date of signing


London

place of signing

1 November 2013  
date of delivery

For and on behalf of CITICORP TRUSTEE COMPANY LIMITED

signature of


  
authorised signatory Witness Kris Chung  
Vice President

full name of above (print)

Citigroup Centre, 25 Canada Square  
Canary Wharf, London, E14 5LB

address of witness

signature of  
authorised signatory

  
DAVID JOHN MARES

full name of above (print)

30 October 2013  
date of signing

London  
place of signing

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING ASSIGNATION IN SECURITY BY  
TELEREAL GENERAL PROPERTY TRUSTEE 1 LIMITED AND TELEREAL GENERAL PROPERTY  
TRUSTEE 2 LIMITED (AS TRUSTEES) IN FAVOUR OF CITICORP TRUSTEE COMPANY LIMITED

**NOTICE OF ASSIGNATION**

**FORM OF NOTICE TO**

**CONTRACT COUNTERPARTY**

Brodies LLP  
Solicitors  
15 Atholl Crescent  
Edinburgh  
EH3 8HA

(Ref JIR/BS)

To [Insert address details of contract counterparty]

F A O [•]

[•] 2013

Dear Sirs,

**RE Project Warren Assignment in Security**

In this letter the undernoted expressions shall have the following meanings -

**"Autumnwindow"** means Autumnwindow Limited (company no 04109614) having its registered office at  
81 Newgate Street, London EC1A 7AJ,

**"BT"** means British Telecommunications plc, (company no 1800000) having its registered office at 81  
Newgate Street, London EC1A 7AJ,

**"TGP Property Sale Agreement"** means the "Agreement for the sale and purchase of the Bank Pool-  
Investment Properties" dated 23 November 2001 entered into between *inter alios* the HeadLease Trustees,  
BT and Autumnwindow,

**"Citicorp"** means Citicorp Trustee Company Limited, having its registered office at Canada Square, Canary Wharf, London E14 5LB,

**"HeadLease Trustees"** means Telereal General Property Trustee 1 Limited (company no 4224476) and Telereal General Property Trustee 2 Limited (company no 4222539), each having their registered office at 140 London Wall, London EC2Y 5DN, for all purposes the HeadLease Trustees act as trustees for Telereal General Property Limited Partnership (registered no LP7869) acting through its general partner Telereal General Property GP Limited (company no 4222546), each having their registered office also at 140 London Wall, London EC2Y 5DN

You are hereby notified -

- 1 By Brodies LLP on behalf of the HeadLease Trustees that, with effect from [●] 2013, by Assignment in Security (the "**Assignment**") the HeadLease Trustees have assigned in security in favour of Citicorp the right title and interest of the HeadLease Trustees in and to the TGP Property Sale Agreement
- 2 The HeadLease Trustees will remain liable under the TGP Property Sale Agreement to perform all obligations imposed on them under the TGP Property Sale Agreement and none of Citicorp, its agents, any receiver, administrator or any other person will at any time be under any obligation or liability to you under or in respect of the TGP Property Sale Agreement
- 3 The HeadLease Trustees will remain entitled to exercise all of their rights under the TGP Property Sale Agreement and you should continue to give notices under the TGP Property Sale Agreement to the HeadLease Trustees, until such time as Citicorp provides written notice to the contrary. In this event all rights in respect of the TGP Property Sale Agreement will be exercisable by Citicorp and notices under the TGP Property Sale Agreement should be given to Citicorp or as it directs
- 4 You are authorised and instructed (without requiring further approval from the HeadLease Trustees) to provide Citicorp with such information relating to the TGP Property Sale Agreement as it may from time to time request
- 5 These instructions may not be revoked without the prior written consent of Citicorp

Please confirm your agreement to the above by dating and signing the enclosed duplicate of this notice and returning it to Citicorp [in the pre-paid reply envelope enclosed] with a copy to the HeadLease Trustees



This letter and any non contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Scots law

Yours faithfully

Brodies LLP,  
Solicitors,  
Agents for the  
HeadLease Trustees

Note a list of the names of the partners of the above firm is available for inspection at its offices at the addresses given above

**Acknowledgement copy**

On behalf of [insert details of contract counterparty] I hereby

- 1 acknowledge receipt of the foregoing notice of which this is a duplicate and accept the instructions and authorisations contained in the notice, and
- 2 confirm that we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of the rights of the HeadLease Trustees under the TGP Property Sale Agreement as defined in the foregoing notice

(signature)

(full name)

(position)

Date