



Registration of a Charge

Company name: **LONDON & REGIONAL GROUP TRADING NO.3 LIMITED**
Company number: **06704309**



X79GC2Y3

Received for Electronic Filing: **04/07/2018**

Details of Charge

Date of creation: **28/06/2018**
Charge code: **0670 4309 0007**
Persons entitled: **CITIBANK N.A., LONDON BRANCH**
Brief description: **N/A**
Contains fixed charge(s).
Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

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

Certified by: **BRYAN CAVE LEIGHTON PAISNER LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6704309

Charge code: 0670 4309 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2018 and created by LONDON & REGIONAL GROUP TRADING NO.3 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2018 .

Given at Companies House, Cardiff on 6th July 2018

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Execution copy

DATED
28 June 2018

THE ENTITIES
listed in Schedule 1, Part 1
as Chargors

CITIBANK N.A., LONDON BRANCH
as Security Agent

SUBORDINATED CREDITOR'S SECURITY AGREEMENT

We certify that, save for material redacted pursuant to s.859G Companies Act 2006, this copy instrument is a correct copy of the original instrument.


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DATED 28 June 2018

PARTIES

- (1) **THE ENTITIES** listed in Schedule 1, Part 1 (the "**Chargors**")
- (2) **CITIBANK N.A., LONDON BRANCH** as security trustee for the Secured Parties (the "**Security Agent**")

BACKGROUND

- (A) The Secured Parties have agreed to arrange the advance or to continue to arrange the advance of monies or otherwise arrange credit or afford other financial facilities to the Borrowers and/or others on the security created by this Deed.
- (B) Each Chargor has agreed to charge certain of its assets as security to the Secured Parties as set out in this Deed.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Act**" means the Law of Property Act 1925.

"**Borrowers**" means the entities listed in Schedule 1, Part 2 (*Borrowers*)

"**Charged Assets**" means each and all of the assets, property, undertaking and other interests from time to time mortgaged, assigned or charged or intended to be mortgaged, assigned or charged by this Deed and the subject matter of each of them.

"**Deed of Subordination**" means the deed of subordination dated on or around the date of this Deed made between the Security Agent (1), the Borrowers (2) and the Chargors (3).

"**Facility Agreement**" means a facility agreement dated on or around the date of this Deed and made between amongst others the Security Agent (1) and the Borrowers (2) and any agreement entered into under or supplemental to it or amending, restating or novating it.

"**Insolvency Event**" means:

- (a) any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Transaction Obligor (other than the Individual Shareholder);

- (ii) a composition, compromise, assignment or arrangement with any creditor of any Transaction Obligor (other than the Individual Shareholder);
 - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Transaction Obligor (other than the Individual Shareholder) or any of its assets; or
 - (iv) enforcement of any Security over any assets of any Transaction Obligor (other than the Individual Shareholder),
- or any analogous procedure or step is taken in any jurisdiction.
- (b) Paragraph (a) above shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 7 days of commencement.

"Party" means a party to this Deed.

"Receiver" means any receiver or manager or receiver and manager appointed by the Security Agent under this Deed (whether sole, joint and/or several and including any substitute).

"Relevant Jurisdiction" means, in relation to a Chargor:

- (a) England and Wales; and
- (b) any jurisdiction where it conducts its business.

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document.

"Secured Party" has the meaning given to it in the Facility Agreement.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Subordinated Debt" has the meaning given to it in the Deed of Subordination and the reference to "Subordinated Creditors" shall be replaced by a reference to the Chargors.

"Subordinated Loan Agreement" means any loan agreement between any Chargor and the Borrowers or any of them.

"Transaction Obligor" has the meaning given to it in the Facility Agreement.

1.2 Construction

- 1.2.1 Unless the contrary intention is expressed, defined or interpreted all defined terms in the Facility Agreement shall have the same meaning here.
- 1.2.2 The construction provisions set out at clause 1.2 (Construction) of the Facility Agreement shall apply equally to this Deed.

- 1.2.3 Unless the contrary intention appears, a reference in this Deed to:
- (a) "**insolvency**" includes any of the following or any steps in relation to the following:
 - (i) any insolvency, bankruptcy, liquidation, reorganisation, administration or dissolution;
 - (ii) any voluntary arrangement or assignment for the benefit of creditors; or
 - (iii) any similar event; and
 - (b) any rights in respect of an asset includes:
 - (i) all amounts and proceeds paid or payable;
 - (ii) all rights to make any demand or claim; and
 - (iii) all powers, remedies, causes of action, security, guarantees and indemnities,
- in each case in respect of or derived from that asset.

- 1.2.4 If any provision of this Deed shall conflict with any term of the Facility Agreement the relevant term of the Facility Agreement shall prevail.

1.3 **Survival of obligations**

The payment obligations of each Chargor under the Finance Documents shall survive the enforcement of the whole or any part of the Charged Assets.

2 **SECURITY**

2.1 **General**

All the security created under this Deed is created in favour of the Security Agent as continuing security for the payment and discharge of the Secured Liabilities with full title guarantee.

2.2 **Subordinated Debt**

Each Chargor assigns absolutely subject to the provisions of Clause 9 (*Discharge*) each of the following including all rights of enforcement of the same:

- (a) the Subordinated Debt;
- (b) each Subordinated Loan Agreement; and
- (c) the benefit of all rights in relation to any item under Clause 2.2(a) and Clause 2.2(b).

3 **PERFECTION OF SECURITY**

Further assurance

Each Chargor shall execute and do at its own cost and in such form as is reasonably required by the Security Agent:

- (a) such further additional mortgages, charges, assignments, transfers and conveyances; and
- (b) such assurances, deeds, documents, acts and things,

as the Security Agent may reasonably require to perfect or protect the security created or intended to be created by this Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with this Deed.

4 **REPRESENTATIONS AND WARRANTIES**

Each Chargor makes the representations and warranties set out in this Clause 4 (*Representations and warranties*) to the Security Agent.

4.1 **Status**

- 4.1.1 It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- 4.1.2 It has the power to own its assets and carry on its business as it is being conducted.

4.2 **Binding obligations**

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

4.3 **Non-conflict**

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

- (a) any law or regulation 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.

4.4 **Power and authority**

- 4.4.1 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.
- 4.4.2 No limit on its powers will be exceeded as a result of the grant of Security contemplated by this Deed.

4.5 **Validity and admissibility in evidence**

Each authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration required or desirable:

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

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

has been obtained or effected and is in full force and effect.

4.6 Governing law and enforcement

4.6.1 The choice of English law will be recognised and enforced in its Relevant Jurisdictions.

4.6.2 Any judgment obtained in England in relation to a Finance Document will be recognised and enforced in its Relevant Jurisdictions.

4.7 No proceedings

4.7.1 No litigation, arbitration or administrative proceedings or investigations of or before any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a Material Adverse Effect have (to the best of its knowledge and belief (having made due and careful enquiry)) been started or threatened against it.

4.7.2 No judgment or order of a court, arbitral body or agency which is reasonably likely to have a Material Adverse Effect has (to the best of its knowledge and belief (having made due and careful enquiry)) been made against it.

4.8 Solvency

No step has been taken for its insolvency.

4.9 Legal and beneficial ownership

The Chargors are the sole legal and beneficial owners of the Charged Assets free from any encumbrance or Security except as created by this Deed.

4.10 Subordinated Debt

4.10.1 No payment to it by any other party to a Subordinated Loan Agreement is subject to any right of set-off or similar right.

4.10.2 Subject to the Legal Reservations, each Subordinated Loan Agreement to which it is a party is its legally binding, valid, and enforceable obligation.

4.10.3 Neither it nor (so far as it is aware) any other party to a Subordinated Loan Agreement is in default of any of its material obligations under that Subordinated Loan Agreement.

4.10.4 There is no prohibition on assignment in respect of any of the Subordinated Debt or its rights under any Subordinated Loan Agreement.

4.11 Repetition of representations

The representations and warranties set out in this Clause 4 (*Representations and warranties*) are made by each Chargor on the date of this Deed and are deemed to be made by each Chargor by reference to the facts and circumstances then existing

on the date of any Utilisation Request, each Utilisation Date and the first day of each Interest Period.

5 COVENANTS

Each Chargor gives the undertakings in this Clause 5 (*Covenants*) which remain in force from the date of this Deed until this Deed is discharged.

5.1 Information

It shall supply to the Security Agent (in sufficient copies for all the Secured Parties, if the Security Agent so requests) such information regarding the Charged Assets or its financial condition, business and operations as any Secured Party (through the Security Agent) may reasonably request.

5.2 Negative pledge

It shall not create or permit to subsist any Security over any of the Charged Assets save for the Security created pursuant to this Deed.

5.3 Disposals

It shall not sell, lease, transfer or otherwise dispose of any of the Charged Assets.

5.4 Subordinated Loan Agreements

5.4.1 It shall, subject to the terms of the Deed of Subordination, duly and promptly perform its obligations under each Subordinated Loan Agreement.

5.4.2 After the security created by this Deed has become enforceable, the Security Agent may exercise, without any further consent or authority on the part of any Chargor and irrespective of any direction given by any Chargor, each Chargor's rights under each Subordinated Loan Agreement.

6 RIGHTS OF ENFORCEMENT

6.1 Enforcement

6.1.1 The Secured Liabilities shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed.

6.1.2 The enforcement powers of the Security Agent in connection with this Deed shall be immediately exercisable upon an Event of Default which has occurred and is continuing or at the request of the Chargors.

6.1.3 Clause 6.1.2 shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

6.1.4 The restrictions imposed by section 103 of the Act shall not apply to the security created by this Deed.

6.1.5 In addition to all other protection afforded by statute, every purchaser (as defined by section 205 of the Act) or other party dealing with the Security Agent or any Receiver shall be entitled to assume without enquiry that an Event of Default has occurred and that the Secured Liabilities are outstanding and have become due.

6.2 Security Agent's and Receiver's powers and rights

6.2.1 Once the Security created under this Deed has become enforceable, the Security Agent shall have the power to appoint a Receiver or Receivers of the whole or any part of the Charged Assets and (so far as the law allows) to remove and/or substitute any such appointee.

6.2.2 Once the Security created under this Deed has become enforceable, the Security Agent (without becoming a mortgagee in possession) and/or any Receiver (without personal liability) shall, in relation to the Charged Assets, have the power to:

- (a) exercise all statutory and other powers and rights (including the powers conferred upon an administrative receiver by schedule 1 to the Insolvency Act 1986 whether or not the Security Agent and/or any Receiver is an administrative receiver); and
- (b) the power and rights specified in Schedule 2 (*Security Agent's and Receiver's powers*),

and may exercise them in the name of the relevant Chargor and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.

6.3 Receiver as agent

So far as the law allows, a Receiver shall be the agent of each Chargor, who shall be solely liable for his acts, defaults and remuneration, but the Security Agent shall be entitled to agree the fees and expenses of and the mode of payment to any Receiver.

6.4 Receiver's joint and several powers

Where more than one Receiver is appointed under this Deed, they shall have power to act separately unless the Security Agent in the appointment specifies to the contrary.

6.5 Further powers

If a Chargor defaults in the observance and performance of any obligation to the Security Agent, the Security Agent or its agents (without any of them becoming a mortgagee in possession) may at any time (but shall not be obliged to) do such things as it considers necessary to remedy the default.

6.6 Power of attorney

Each Chargor by way of security irrevocably appoints the Security Agent and every Receiver severally its attorney in its name and on its behalf to execute any documents and do or perfect anything which the Security Agent and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, protecting or enforcing the security created by this Deed and/or value of any of the Charged Assets and/or for the purpose of enforcing the performance of that Chargor's obligations in connection with this Deed where the Security Agent has requested that the Chargor carry out such steps and the Chargor has failed to comply with such request within 3 Business Days of that request having been made.

7 **APPLICATION OF RECEIPTS**

7.1 **Priority of payment**

Subject to sums secured by Security having priority to the Security created by this Deed, all monies received by the Security Agent and/or any Receiver pursuant to or in the enforcement of this Deed shall be held by the Security Agent and applied in accordance with the Facility Agreement and Clause 29 (Application of Proceeds) of the Facility Agreement shall be deemed to be incorporated into this Deed.

7.2 **Crediting to suspense account**

To the extent any amounts received from the enforcement of this Deed are insufficient to discharge the Secured Liabilities in full, the Security Agent or any Receiver may credit any monies received from the enforcement of this Deed to any suspense account in any manner and for such period as the Security Agent or that Receiver thinks fit.

8 **NOTICES**

8.1 **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.

8.2 **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 that identified with its name below or the registered office or place of business last known to the Security Agent or any substitute address, fax number or department or officer as the Party may notify the Security Agent (or the Security Agent may notify the Chargors if the change is made by the Security Agent) by not less than five Business Days' notice.

8.3 **Delivery**

8.3.1 Any communication or document made or delivered by one person to another person in connection with this Deed will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five 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 8.2 (*Addresses*), if addressed to that department or officer.

8.3.2 Any notice or communication to be made or delivered to the Security Agent shall be effective 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).

8.3.3 Any communication or document made or delivered to any Chargor in accordance with this Clause 8.3 (*Delivery*) will be deemed to have been made or delivered to each of the Chargors.

8.3.4 Any communication or document which becomes effective, in accordance with Clause 8.3.1 to Clause 8.3.3, after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day.

9 DISCHARGE

9.1 If the Security Agent is satisfied that the Secured Liabilities have been unconditionally and irrevocably paid, repaid and discharged in full, the Security Agent will, at the request and cost of the Chargors, discharge this Deed.

9.2 No discharge will be of any effect if any security or payment given or made in respect of the Secured Liabilities is rescinded, avoided, reduced or invalidated whether in respect of any insolvency or otherwise.

10 ASSIGNMENT AND TRANSFER

10.1 Assignment by the Chargors

No Chargor may assign, transfer or otherwise part with its rights or obligations under this Deed.

10.2 Assignment by the Secured Parties

The Secured Parties may each at any time transfer, assign or novate all or any part of their respective rights, benefits or obligations under this Deed in accordance with the provisions of the Facility Agreement.

11 GENERAL PROVISIONS

11.1 Trust provisions

The undertakings and representations made by the Chargors under this Deed are made in favour of the Security Agent as security trustee for the Finance Parties.

11.2 Limited recourse

11.2.1 Notwithstanding any other term of this Deed, the Security Agent agrees that its rights of enforcement under this Deed in respect of the Secured Liabilities against each Chargor shall be limited to the rights of enforcement or recovery against the Charged Assets which are provided for herein and such liability will only be satisfied by the proceeds of sale, disposal or realisation of the Charged Assets.

11.3 Enforcement

It shall not be necessary for the Security Agent before taking any enforcement under this Deed to enforce or seek to enforce any guarantee or other security or other rights whether from or against a Chargor or any other person. This Clause 11.3 (*Enforcement*) applies irrespective of any law or any provision of a Finance Document to the contrary.

11.4 Exercise of powers and liability

11.4.1 This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Security Agent of any other security at any time held by the Security Agent.

11.4.2 The Security Agent may, at any time after this Deed has become enforceable, redeem or transfer to itself any prior Security against the Charged Assets and may settle and pass the accounts of the prior chargee (which shall be binding on each Chargor). All principal monies, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid by the Chargors to the Security Agent on demand.

11.4.3 None of the provisions of this Deed shall be deemed to impose on the Secured Parties or imply on their part any obligation or other liability in relation to the Charged Assets.

11.5 New accounts

On receiving notice that the whole or any part of the Charged Assets has been encumbered by any Security or disposed of:

- (a) a Secured Party may close the relevant Chargor's then subsisting account and open a new account with that Chargor, and (unless the relevant Secured Party gives that Chargor written notice otherwise) shall be deemed to have done so;
- (b) all payments made to the relevant Secured Party after that date will be credited (or be treated as having been credited) to the new account; and
- (c) no money credited or treated as credited to the new account shall reduce the Secured Liabilities.

11.6 Consolidation

The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to the security created by this Deed.

11.7 Rights of third parties

11.7.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

11.7.2 The parties may rescind or vary this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

11.8 Partial invalidity

The illegality, invalidity or unenforceability for whatever reason of any provision of this Deed in any jurisdiction, shall not affect the legality, validity or enforceability of that provision in any other jurisdiction or legality, validity or enforceability of the remaining provisions in any jurisdiction.

11.9 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy 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 right or remedies provided by law.

11.10 Chargors' obligations

Neither the Security created under this Deed nor the obligations of each Chargor under this Deed will be affected by any act, omission, matter or thing which, but for this Clause 11.10 (*Chargors' obligations*), would reduce, release or prejudice that security or any of its obligations under this Deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Borrower/any Transaction Obligor or other person;
- (b) the release of any Borrower/any Transaction Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (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 Borrower/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 Borrower/any Transaction Obligor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and whether or not more onerous), or replacement, assignment, avoidance or termination of any Finance Document or any other document or Security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or 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.

11.11 Chargor intent

Without prejudice to the generality of Clause 11.10 (*Chargors' obligations*), each Chargor expressly confirms that it intends that the Security created by this Deed 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) business 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/or
- (i) any fees, costs and/or expenses associated with any of the foregoing.

11.12 Appropriations

Until the Secured Liabilities have been irrevocably paid in full, each Secured Party (or trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing the other monies, security or rights held or received by that Secured 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 no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from each Chargor or on account of each Chargor's liability under this Deed.

11.13 Deferral of Chargors' rights

11.13.1 Until the Secured Liabilities have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to be indemnified by any Borrower/any Transaction Obligor
- (b) to claim any contribution from any other guarantor of any Borrower's/any Transaction Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Borrower/any Transaction Obligor to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under this Deed;

- (e) to exercise any right of set-off against any Borrower/any Transaction Obligor and/or
- (f) to claim or prove as a creditor of any Borrower/any Transaction Obligor in competition with any Secured Party.

11.13.2 If any Chargor receives any benefit, payment or distribution in relation to any rights referred to in Clause 11.13.1 it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Borrowers/ Transaction Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 7 (*Application of receipts*).

12 COUNTERPARTS

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

13 LAW AND JURISDICTION

13.1 Governing law

This Deed and any non-contractual obligations arising out of or in relation to this Deed are governed by English law.

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

Schedule 1**Part 1
Chargors**

Chargors	Jurisdiction of incorporation	Registered number
London and Regional Properties Limited	England and Wales	02909660
London & Regional Group Trading No.3 Limited	England and Wales	06704309

**Part 2
Borrowers**

Name of Borrower	Jurisdiction of incorporation	of	Registration number	Registered office
Michels Ventures Limited	3	England and Wales	11165736	2nd Floor 32-33 Gosfield Street, London, United Kingdom, W1W 6HL
Michels Ventures Limited	4	England and Wales	11166224	2nd Floor 32-33 Gosfield Street, London, United Kingdom, W1W 6HL
Michels Ventures Limited	5	England and Wales	11166235	2nd Floor 32-33 Gosfield Street, London, United Kingdom, W1W 6HL

Schedule 2
Security Agent's and Receiver's powers

1 Conduct of business

(a) Compromise claims

To compromise any claim relating to the Charged Assets.

(b) Borrowing and advancing

To borrow, raise or advance money whether or not in priority to the Secured Liabilities and with or without security.

(c) Employees

To employ solicitors, stockbrokers and others.

2 Dealing with the Chargors' Assets

(a) Possession

To take possession of, get in, use and/or collect any Charged Asset.

(b) Payments

To pay any outgoings and payments charged on or otherwise relating to the Charged Assets or their ownership or use.

(c) Receipts

To give receipts and releases for any sums received.

(d) Assumption of rights

To assume, exercise, cancel and/or vary all or any of the powers and rights conferred on a Chargor under any Charged Asset.

(e) Insurance

To effect insurances on such terms as it thinks fit.

3 Disposals

To sell or otherwise realise and deal with, and transfer title to, the Charged Assets, in return for such consideration as it thinks fit and whether or not:

(i) for immediate or deferred consideration;

(ii) in return for a single payment or instalments; and

(iii) for consideration wholly or partly in cash, property or securities in whatever form,

and in all cases the terms of which shall bind any subsequent mortgagee.

4 **General**

(a) General powers

To do or abstain from doing all such things as it considers necessary or desirable for perfecting, maintaining preserving or enhancing the value of any of the Charged Assets or for or in connection with the enforcement of the Security created by this Deed or the realisation of any of the Charged Assets, including:

- (i) executing, delivering and completing all or any deeds or other documents;
- (ii) using the name of a Chargor in connection with any of the purposes in this Schedule 2 (*Security Agent's and Receiver's powers*);
- (iii) commencing, carrying out and completing any acts, matters or proceedings in relation to any Charged Asset as if it were the sole and absolute beneficial owner of the Charged Assets; and
- (iv) obtaining, entering into and maintaining any bonds, covenants, commitments, engagements, guarantees and indemnities or other like arrangements.

(b) General

All its powers and discretions under this Deed shall be:

- (i) exercisable on such terms and conditions and otherwise as it may think fit;
and
- (ii) as if it were the absolute and beneficial owner.

EXECUTION PAGE

Chargors

Executed as a deed by
**LONDON AND REGIONAL PROPERTIES
LIMITED**
acting by a director in the presence of a witness:

)
)
)
Director

Witness:

Name:

MICHAEL HART

Occupation:

ACCOUNTANT

Address:

8th FLOOR SOUTH

55 BAKER ST

LONDON W1V 8EW

Address: Quadrant House, Floor 6, 4 Thomas
More Square, London, E1W 1YW
Attn: Leonard Sebastian

Executed as a deed by
**LONDON & REGIONAL GROUP TRADING
NO.3 LIMITED**
acting by a director in the presence of a witness:

)
)
)
Director

Witness:

Name:

MICHAEL HART

Occupation:

ACCOUNTANT

Address:

8th FLOOR SOUTH

55 BAKER ST

LONDON W1V 8EW

Address: Quadrant House, Floor 6, 4 Thomas
More Square, London, E1W 1YW
Attn: Leonard Sebastian

Execution copy

Security Agent

CITIBANK N.A., LONDON BRANCH

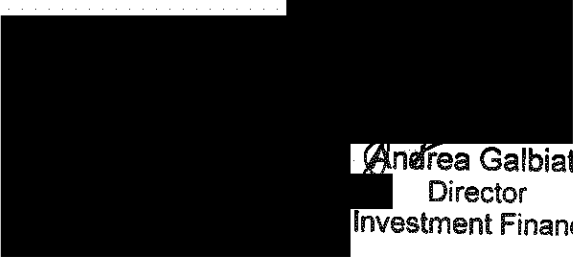
By:

Address for notices:

Citi Private Bank, Citigroup Centre, 33
Canada Square, London E14 5LB

Fax: +44 (0) 20 7508 8839

Attention: Citi Private Bank – Andrea
Galbiati

 Andrea Galbiati
Director
Investment Finance