



Registration of a Charge

Company name: **GET LIVING LONDON EV2 HOLDCO LIMITED**

Company number: **08613902**



X8FOEOFC

Received for Electronic Filing: **08/10/2019**

Details of Charge

Date of creation: **01/10/2019**

Charge code: **0861 3902 0002**

Persons entitled: **CBRE LOAN SERVICES LIMITED**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8613902

Charge code: 0861 3902 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st October 2019 and created by GET LIVING LONDON EV2 HOLDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th October 2019 .

Given at Companies House, Cardiff on 9th October 2019

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 VERSION

DATED

1 OCTOBER 2019

GET LIVING LONDON EV2 HOLDCO LIMITED

AS THE CHARGOR

IN FAVOUR OF

CBRE LOAN SERVICES LIMITED

AS THE SECURITY AGENT

SHAREHOLDER'S SECURITY AGREEMENT
AND ASSIGNMENT OF INTER-COMPANY LOANS

CONTENTS

Clause	Page
1. Definitions and Interpretation	1
2. Covenant to Pay	4
3. Fixed Security	4
4. Provisions as to Security and Perfection	4
5. Further Assurance	6
6. Shares: Voting Rights and Dividends	6
7. Representations	8
8. Undertakings	11
9. Enforcement of Security	12
10. Extension of Powers and Right of Appropriation	12
11. Appointment of Receiver or Administrator	14
12. Powers of Receivers	15
13. Application of Moneys	15
14. Protection of Purchasers	16
15. Power of Attorney	16
16. Effectiveness of Security	16
17. Prior Security Interests	20
18. Subsequent Security Interests	20
19. Suspense Accounts	20
20. Release of Security	21
21. Transfers	21
22. Successors	21
23. Governing Law	21
24. Jurisdiction	22

THIS AGREEMENT is made by way of deed on 1 October 2019 by:

- (1) **GET LIVING LONDON EV2 HOLDCO LIMITED** (registered in England and Wales number 08613902) (the "**Chargor**") in favour of:
- (2) **CBRE LOAN SERVICES LIMITED** as trustee for each of the Secured Parties (the "**Security Agent**").

WHEREAS:

- (A) The Lenders have agreed to make available to the Borrowers a loan facility.
- (B) It is a condition precedent to that loan facility being made available that the Chargor enters into this Agreement.

NOW THIS AGREEMENT WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined

In this Agreement:

"Administration Event" means:

- (a) the presentation of an application or petition to the court for the making of an administration order in relation to the Chargor; or
- (b) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Chargor or files such a notice with the court.

"Assigned Loans" means each and every sum paid or payable from time to time by the Company to the Chargor pursuant to any inter-company loan agreement and any other sum from time to time paid or payable by any member of the Group, from time to time, to the Chargor.

"Facility Agreement" means the term loan facility agreement dated 1 October 2019 between, amongst others, the Company, the Original Borrowers, the Original Guarantors, the Arrangers, the Agent, the Security Agent and the Original Lenders (each as defined in that agreement as amended, varied, novated or supplemented from time to time).

"Original Jurisdiction" means, in relation to the Chargor, the jurisdiction under whose laws the Chargor is incorporated as at the date of this Agreement.

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Security Assets and that term will include any appointee made under a joint or several appointment.

"Related Assets" means all dividends, interest and other moneys payable in respect of any Share and all other rights, benefits and proceeds in respect of or derived from any Share (whether by way of redemption, bonus, preference, option, substitution,

conversion, compensation or otherwise) held by, to the order or on behalf of, the Chargor at any time.

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

- (a) its Original Jurisdiction;
- (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 this Agreement.

"Relevant Share" means all Shares held by the Chargor from time to time in Get Living London EV Holdco Limited (registered in England and Wales number 08613907) and all of the Chargor's other present and future Shares in the capital of any member of the Group.

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

"Secured Party" means a Finance Party, a Receiver or any Delegate.

"Security Assets" means each of the assets and undertaking of the Chargor which from time to time are charged or assigned by way of fixed and/or floating Security as security for the payment or discharge of all or any of the Secured Liabilities by or pursuant to this Agreement.

"Security Period" means the period beginning on the date of this Agreement and ending on the date on which all the Secured Liabilities have been irrevocably and unconditionally paid or discharged in full and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other Obligor or any other person under any of the Finance Documents.

"Share" means any stock, share, debenture or other security and all Related Assets.

"Subordinated Debt Agreement" means any inter-company loan agreement and any other loan or note agreement or other agreement relating to all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each member of the Group, from time to time, to the Chargor.

1.2 Terms defined in other Finance Documents

Unless defined in this Agreement or the context otherwise requires, a term defined in the Facility Agreement or in any other Finance Document has the same meaning in this Agreement or any notice given under or in connection with this Agreement, as if

all references in those defined terms to the Facility Agreement or other Finance Document were a reference to this Agreement or that notice.

1.3 Construction

Clauses 1.2 (*Construction*) and 1.3 (*Currency symbols and definitions*) of the Facility Agreement will apply as if incorporated in this Agreement or in any notice given under or in connection with this Agreement, as if all references in that Clause to the Facility Agreement were a reference to this Agreement or that notice.

1.4 Application of provisions in Facility Agreement

Clauses 1.4 (*Third party rights*), 8.3 (*Default interest*), 11 (*Tax gross-up and indemnities*), 13 (*Other indemnities*), 15 (*Costs and expenses*), 26.1 (*Assignments and transfer by Obligors*), 27.1 (*The Agent and Security Agent*), 31 (*Payment mechanics*), 32 (*Set-off*), 33 (*Notices*), 34.1 (*Accounts*), 34.2 (*Certificates and determinations*), 37 (*Amendments and waivers*), and 41 (*Enforcement*) of the Facility Agreement are deemed to form part of this Agreement as if expressly incorporated into it as if all references in those Clauses to the Facility Agreement were a reference to this Agreement.

1.5 Present and future assets

A reference in this Agreement to any Share, Security Asset or other asset includes, unless the contrary intention appears, present and future Shares, Security Assets or other assets.

1.6 Disposition of Property

The terms of the Facility Agreement and each other Finance Document and of any side letters between the Parties in relation to the Finance Documents are incorporated into this Agreement and each other Finance Document to the extent required for any purported disposition, or any agreement for the disposition, of any property contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.7 Fixed Security

Clauses 3.1 (*Fixed Charge over Shares*) and 3.2 (*Assignment of Loans*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment by way of security over each relevant asset within any particular class of assets defined under this Agreement and the failure to create an effective mortgage, fixed charge or assignment by way of security (whether arising out of this Agreement or any act or omission by any party) on any one asset shall not affect the nature of any mortgage, fixed charge or assignment imposed on any other asset whether within that same class of assets or not.

1.8 No obligation

The Security Agent shall not be under any obligation in relation to the Security Assets as a consequence of this Agreement and the Chargor shall at all times remain liable to

perform all obligations expressed to be assumed by it in respect of the Security Assets.

2. COVENANT TO PAY

The Chargor covenants with the Security Agent (as trustee for the Secured Parties) that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms, provided that the liability of the Chargor shall be limited to the proceeds of enforcement of the Security Assets.

3. FIXED SECURITY

3.1 Fixed charge over Shares

The Chargor charges with full title guarantee in favour of the Security Agent (as trustee for the Secured Parties), for the payment and discharge of all the Secured Liabilities, by way of first fixed charge the Relevant Shares and Related Assets.

3.2 Assignment of Loans

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption and with full title guarantee to the Security Agent (as trustee for the Secured Parties) all of its right, title and interest, from time to time, in, under and to the Assigned Loans, together with all present and future claims, causes of action, payments and proceeds in respect thereof.

4. PROVISIONS AS TO SECURITY AND PERFECTION

4.1 Negative pledge and restriction on dealings

Except as permitted by the Finance Documents or where agreed in writing by the Security Agent, the Chargor will not create or permit to subsist any Security over all or any part of the Security Assets or dispose of or otherwise deal with any part of the Security Assets.

4.2 Implied covenants for title

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 3 (*Fixed Security*).
- (b) It shall be implied in respect of Clauses 3 (*Fixed Security*) that the Chargor is disposing of the Security Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4.3 Delivery of Share Certificates

The Chargor shall:

- (a) promptly following execution of this Agreement, deposit with the Security Agent (or procure the deposit of) all certificates or other documents of title to

the Relevant Shares and stock transfer forms (executed in blank by it or on its behalf); and

- (b) promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Relevant Shares (or upon acquiring any interest therein), notify the Security Agent of that occurrence and procure, as soon as reasonably practicable, and in any event within ten (10) Business Days following the relevant occurrence, the delivery to the Security Agent of (a) all certificates or other documents of title representing such items and (b) such stock transfer forms or other instruments of transfer (executed in blank by it or on its behalf) in respect thereof as the Security Agent may request.

4.4 Deposit of title deeds

The Chargor will:

- (a) immediately upon the execution of this Agreement (and upon the acquisition by it of any interest in any Security Asset at any time) deposit (or procure the deposit) with the Security Agent all deeds, certificates, instruments of transfer and other documents constituting or evidencing title to the Security Assets; and
- (b) deposit with the Security Agent at any time thereafter any further such deeds, certificates and other documents, promptly upon coming into possession of any of those items.

4.5 Further advances

Subject to the terms of the Facility Agreement, each Lender is under an obligation to make further advances to the Chargor and that obligation will be deemed to be incorporated in this Agreement as if set out in this Agreement.

4.6 Assigned Loans

The Chargor shall ensure that each Assigned Loan is documented in writing pursuant to a Subordinated Debt Agreement other than in respect of any Assigned Loans which arise from time to time during the Obligors' ordinary course of trading. The Chargor shall not take, or omit to take, any action which might result in (a) the alteration or impairment of any rights in the Assigned Loans, (b) any default of any of its obligations under any Subordinated Debt Agreement or in respect of any Assigned Loan, (c) any right to terminate any Subordinated Debt Agreement or any Assigned Loan becoming exercisable by any other party to that agreement, or (d) any counterclaims or rights of set-off arising under any Subordinated Debt Agreement or under any Assigned Loan.

5. FURTHER ASSURANCE

5.1 Further assurance

- (a) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (b) below.
- (b) The Chargor shall promptly, at its own cost, take all such action (including filings, registrations and notarisations) and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s) to:
 - (i) create, perfect, protect and/or maintain the Security created or intended to be created in respect of the Security Assets in accordance with the rights vested in it under this Agreement (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Security Assets) or for the exercise of any of the rights, powers and remedies of the Security Agent provided by or pursuant to this Security Agreement or by law;
 - (ii) confer on the Security Agent Security over any asset or undertaking of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Security Agreement; and/or
 - (iii) facilitate the realisation of the Security Assets.

6. SHARES: VOTING RIGHTS AND DIVIDENDS

6.1 Voting rights and dividends prior to an Event of Default

Prior to the occurrence of an Event of Default which is continuing, the Chargor shall:

- (a) be entitled to receive all dividends, interest and other moneys or distributions of an income nature arising from the Relevant Shares; and
- (b) exercise all voting rights in relation to the Relevant Shares

6.2 Voting rights and dividends after an Event of Default

Upon the occurrence of an Event of Default which is continuing, the Security Agent may, at its discretion, (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor):

- (a) exercise (or refrain from exercising) any voting rights in respect of the Relevant Shares;

- (b) apply all dividends, interest and other moneys arising from the Relevant Shares in accordance with Clause 13 (*Application of moneys*);
- (c) transfer the Relevant Shares into the name of such nominee(s) of the Security Agent as it shall require; and
- (d) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Relevant Shares, including the right, in relation to any company whose shares or other securities are included in the Relevant Shares, to concur or participate in:
 - (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
 - (ii) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
 - (iii) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Relevant Shares.

6.3 **Shares: Voting rights generally**

The Chargor shall not exercise (and shall procure that any nominee acting on its behalf does not exercise) its voting rights in relation to the Relevant Shares in any manner, or otherwise permit or agree to or concur or participate in any:

- (i) variation of the rights attaching to or conferred by all or any part of the Relevant Shares;
- (ii) increase in the issued share capital of any company whose shares are charged pursuant to this Agreement;
- (iii) exercise, renunciation or assignment of any right to subscribe for any shares or securities; or
- (iv) reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof), in relation to any company whose shares or other securities are included in the Relevant Shares,

which in the reasonable opinion of the Security Agent would prejudice the value of, or the ability of the Security Agent to realise, the security created by this Agreement provided that the proceeds of any such action shall form part of the Relevant Shares.

6.4 **Shares: Payment of calls**

The Chargor shall pay when due all calls or other payments which may be or may become due in respect of any of the Relevant Shares, and in any case of default by it in such payment, the Security Agent may, if it thinks fit, make such payment on its behalf in which case any sums paid by the Security Agent shall be reimbursed by the Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate from time to time applicable to unpaid sums specified in the Facility Agreement.

6.5 **Shares: PSC notices**

The Chargor shall:

- (i) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from Get Living London EV Holdco Limited (registered in England and Wales number 08613907); and
- (ii) promptly provide the Security Agent with a copy of any such notice.

7. **REPRESENTATIONS**

The Chargor makes the representations and warranties set out in this Clause 6 (*Representations*) to each Secured Party.

7.1 **Status**

- (a) It is a limited liability corporation, duly incorporated and validly existing under the laws of its Original Jurisdiction.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

7.2 **Centre of Main Interests**

For the purposes of Regulation (EU) 2015/848 of 20 May 2015 on Insolvency Proceedings (Recast) (the "**Recast Regulation**"), its centre of main interest (as that term is used in Article 3(1) of the Recast Regulation) is situated in its Original Jurisdiction and it has no "establishment" (as that term is used in Article 2(10) of the Recast Regulation) in any other jurisdiction.

7.3 **Binding obligations**

Subject to the Legal Reservations and the Perfection Requirements, the obligations expressed to be assumed by it in this Agreement:

- (i) are legal, valid, binding and enforceable obligations; and
- (ii) create a first ranking security interest over the Relevant Shares, the Assigned Loans and all the Chargor's other present and future assets for the time being.

7.4 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Agreement do not and shall not:

- (a) conflict with:
 - (i) any law or regulation applicable to it;
 - (ii) its constitutional documents; or
 - (iii) any agreement or instrument binding upon it or any of Security Assets in a manner which has or is reasonably likely to have a Material Adverse Effect; or
- (b) result in the existence of, or oblige it to create, any Security over any of Security Assets other than as permitted under Clause 4.1 (*Restriction on dealings*).

7.5 Power and authority

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 Agreement and the transactions contemplated by this Agreement.

7.6 Ownership of Security Assets

It is the sole legal and beneficial owner of the Security Assets free and clear of all security interests except as created by this Agreement. It has not sold or disposed of or granted any option to purchase, pre-emption rights or other similar rights in respect of any of its right, title and interest in the Security Assets. None of the Security Assets are subject to any pre-emption rights or other restrictions upon disposal which would operate to restrict in any way their disposal by the Security Agent should it come to enforce its security contained in this Agreement. All of the Relevant Shares are validly issued and fully paid.

7.7 PSC Register

No "restrictions notice" (as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006) has been issued to, and remains in effect in respect of, it.

7.8 Subordinated Debt Agreements

- (a) Each Subordinated Debt Agreement is in full force and effect, enforceable in accordance with its terms and, as at the date of this Agreement, no party to any Subordinated Debt Agreement is in breach of any term or condition of that agreement. There are no restrictions on the Chargor's ability to assign or charge the Assigned Loans, whether contained in any Subordinated Debt Agreement or in any other document or otherwise.
- (b) The Subordinated Debt Agreements contain all the terms and conditions of all present and future obligations and liabilities (whether actual or contingent and

whether owed jointly or severally or in any other capacity whatsoever) of each member of the Group, from time to time, to the Chargor other than in respect of any obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each member of the Group, from time to time, to the Chargor which arises in the Obligors' ordinary course of trading.

7.9 Pensions

Neither it nor any of its Subsidiaries is or has at any time been (a) an employer (for the purposes of sections 38 to 51 of the Pensions Act 2004) of an occupational pension scheme which is not a money purchase scheme (both terms as defined in the Pension Schemes Act 1993) or (b) "connected" with or an "associate" (as those terms are used in sections 39 and 43 of the Pensions Act 2004) of such an employer.

7.10 Validity and admissibility in evidence

All Authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Agreement; and
 - (b) to make this Agreement admissible in evidence in its Relevant Jurisdiction,
- have been obtained or effected and are in full force and effect.

7.11 Choice of law

- (a) Subject to the Legal Reservations and the Perfection Requirements, the choice of the governing law of this Agreement will be recognised and enforced in its Relevant Jurisdictions.
- (b) Subject to the Legal Reservations, any judgment obtained in relation to this Agreement in the jurisdiction of the governing law of this Agreement will be recognised and enforced in its Relevant Jurisdictions.

7.12 Deduction of Tax

It is not required under the laws of its jurisdiction of incorporation or elsewhere to make any deduction for or on account of Tax from any payment it may make under this Agreement.

7.13 Winding-up

No corporate actions, legal proceedings or other procedure or steps have been taken, or notice given in respect of a composition, compromise, assignment or arrangement with any creditor of the Chargor or in relation to the suspension of payments or moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation of, or the appointment of an administrator to, the Chargor, and no such step is intended by any member of the Chargor (except for the purposes of any solvent re-organisation or reconstruction which has previously been approved by the Security Agent).

7.14 Repetition

The representations set out in this Clause 7 are deemed to be made by the Chargor by reference to the facts and circumstances then existing on the date of this Agreement, the Utilisation Request, on the Utilisation Date and the first day of each Interest Period.

8. UNDERTAKINGS

The undertakings in this Clause 8 (*Undertakings*) remain in force for the duration of the Security Period.

8.1 Authorisations

The Chargor shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) upon request, supply certified copies to the Security Agent of,

any Authorisation required under any law or regulation of the Relevant Jurisdiction to:

- (i) subject to the Legal Reservations, enable it to perform its obligations under this Agreement and to ensure the legality, validity, enforceability or admissibility in evidence of this Agreement; or
- (ii) own its assets and carry on its business as it is being conducted where failure to do so has or is reasonably likely to have a Material Adverse Effect.

8.2 Compliance with laws

The Chargor shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under this Agreement.

8.3 Disposals

Except as permitted by the Finance Documents or where agreed in writing by the Security Agent, the Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntarily or involuntarily, to sell, lease, transfer or otherwise dispose of the whole or any part of the Security Assets.

8.4 Subordinated Debt Agreements

The Chargor shall promptly following a request from the Security Agent for the same, provide copies of any Subordinated Debt Agreement and shall confirm, promptly upon request from the Security Agent, the aggregate outstanding amounts owing to the Chargor pursuant to any Subordinated Debt Agreement.

9. ENFORCEMENT OF SECURITY

9.1 Enforcement

On and at any time after the occurrence of:

- (a) an Event of Default (as long as it is continuing); or
- (b) a request from the Chargor to the Security Agent that it exercise any of its powers under this Agreement,

the Security created by or pursuant to this Agreement is immediately enforceable and the Security Agent may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

- (i) enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Security Assets (at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration));
- (ii) secure and perfect its title to all or any part of the Assigned Loans (including transferring the same into the name of the Security Agent or its nominee(s)) or otherwise exercise in relation to the Assigned Loans all the rights of an absolute owner;
- (iii) collect, recover, compromise or release, and give good discharge for any moneys paid or payable to the Chargor under or in respect of the Assigned Loans, and enforce (in any way whatsoever including, without limitation, by way of instituting proceedings in the Chargor's name) any rights or claims arising out of or in respect of the Assigned Loans; and
- (iv) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Agreement) on mortgagees and by this Agreement on any Receiver or otherwise conferred by law on mortgagees or Receivers.

10. EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

10.1 Extension of powers

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Agreement shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on execution of this Agreement.

10.2 Restrictions

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Agreement or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Agreement with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to the Chargor on or at any time after this Agreement has become enforceable in accordance with Clause 9 (*Enforcement of Security*).

10.3 Right of appropriation

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 apply to a Security Asset, the Security Agent shall have the right to appropriate all or any part of that Security Asset in or towards the payment or discharge of the Secured Liabilities and may exercise such right to appropriate upon giving written notice to the Chargor at any time after the Security created by or pursuant to this Agreement has become enforceable. For this purpose, a commercially reasonable method of valuing a Security Asset shall be:

- (a) in the case of cash on account in an account, the amount standing to the credit of that account, together with any accrued interest, at the time of appropriation; and
- (b) in the case of any investments, shares or securities, their market value determined by the Security Agent by reference to a public index, independent valuation or by such other process as the Security Agent may select.

10.4 Exclusion of Section 99(18) of the Law of Property Act 1925

For the purposes of Section 99 of the Law of Property Act 1925, the expression "Mortgagor" will include any encumbrancer deriving title under the Chargor and Sub-section (18) of Section 99 of the Law of Property Act 1925 will not apply.

10.5 Statutory powers

The powers conferred by this Agreement on the Security Agent are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law and in the case of any conflict between the powers contained in any such Act and those conferred by this Agreement, the terms of this Agreement will prevail.

10.6 Discretions

Any liberty or power which may be exercised or any determination which may be made under this Agreement by the Security Agent or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

10.7 Delegation

- (a) Each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Agreement (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or the Receiver itself.
- (b) Neither the Security Agent nor any Receiver will be liable to the Chargor for any loss or damage arising from any act, default, omission or misconduct of any such delegate and references in this Agreement to the Security Agent or to any Receiver will where the context so admits include references to any delegates so appointed.

11. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

11.1 Appointment and removal

After the Security created by or pursuant to this Agreement has become enforceable in accordance with Clause 9 (*Enforcement of Security*), the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent) without prior notice to the Chargor:

- (i) appoint one or more persons to be a Receiver of the whole or any part of the Security Assets;
- (ii) appoint two or more Receivers of separate parts of the Security Assets;
- (iii) remove (so far as it is lawfully able) any Receiver so appointed; or
- (iv) appoint another person(s) as an additional or replacement Receiver(s).

11.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 11.1 (*Appointment and removal*) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes deemed to be the agent of the Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent; and
- (c) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

11.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by this Agreement) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Security Assets.

12. POWERS OF RECEIVERS

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Chargor) have and be entitled to exercise, in relation to the Security Assets (and any assets which, when got in, would be Security Assets in respect of which he was appointed), and as varied and extended by the provisions of this Agreement (in the name of or on behalf of the Chargor or in his own name and, in each case, at the cost of the Chargor):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which seem to the Receiver to be incidental or conducive to:
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in him;
 - (ii) the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to this Agreement or by law (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or
 - (iii) bringing to his hands any assets of the Chargor forming part of, or which when got in would be, Security Assets.

13. APPLICATION OF MONEYS

All moneys received or recovered and any non-cash recoveries made or received by the Security Agent or any Receiver pursuant to this Agreement or the powers conferred by it shall be applied in accordance with the Facility Agreement. This Clause 13 does not prejudice the right of any Secured Party to recover any shortfall from the Chargor or any other Transaction Obligor.

14. PROTECTION OF PURCHASERS

14.1 Consideration

The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Security Assets or making any acquisition, the Security Agent or any Receiver may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit.

14.2 Protection of purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Agent or such Receiver in such dealings.

15. POWER OF ATTORNEY

15.1 Appointment and powers

The Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on the Chargor by this Agreement or any other agreement binding on the Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Security Assets and perfecting and/or releasing the security created or intended to be created in respect of the Security Assets) and which the Chargor has failed to do; and
- (b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Agreement or by law (including, after this Agreement has become enforceable in accordance with Clause 9 (*Enforcement of Security*), the exercise of any right of a legal or beneficial owner of the Security Assets).

15.2 Ratification

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

16. EFFECTIVENESS OF SECURITY

16.1 Continuing security

- (a) The Security created by or pursuant to this Agreement shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until discharged by the Security Agent in writing.

- (b) No part of the Security from time to time intended to be constituted by this Agreement will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Liabilities.

16.2 Cumulative rights

The security created by or pursuant to this Agreement shall be cumulative, in addition to and independent of every other Security which the Security Agent or any Secured Party may at any time hold for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Security Assets shall merge into the Security constituted by this Agreement.

16.3 No prejudice

The Security created by or pursuant to this Agreement shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person by the Security Agent (whether in its capacity as trustee or otherwise) or any Secured Party or by any variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice that Security.

16.4 Remedies and waivers

No failure on the part of the Security Agent to exercise, nor any delay on its part in exercising, any rights, powers and remedies of the Security Agent provided by or pursuant to this Agreement, shall operate as a waiver of those rights, powers and remedies or constitute an election to affirm this Agreement. No election to affirm this Agreement on the part of any Secured Party shall be effective unless it is in writing. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any provided by law. No single or partial exercise of any such rights, powers and remedies precludes any further or other exercise of that or any other rights, powers and remedies.

16.5 No liability

None of the Security Agent, its nominee(s) or any Receiver will be liable:

- (a) to account as mortgagee or mortgagee in possession; or
- (b) for any loss arising by reason of taking any action permitted by this Agreement or any neglect or default in connection with the Security Assets or taking possession of or realising all or any part of the Security Assets,

except in the case of gross negligence or wilful default upon its part.

16.6 Partial invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Agreement is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

16.7 Waiver of defences

The obligations of, and the Security created by, the Chargor under this Agreement and the rights and remedies provided by this Agreement will not be affected by any act, omission, matter or thing which, but for this Clause 16.7, would reduce, release or prejudice any of its obligations under this Agreement and this Security and whether or not known to the Chargor or any Secured Party including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any 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 Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any Security;
- (d) any incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise), restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or security or of the Secured Liabilities (including, without limitation, any change in the purpose of, any extension of, or any variation or increase in any facility or amount made available under any facility or the addition of any new facility under any Finance Document or other documents);
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security or of the Secured Liabilities; and
- (g) any insolvency or similar proceedings.

16.8 **Chargor intent**

Without prejudice to the generality of Clause 16.7 (*Waiver of Defences*), the Chargor expressly confirms that it intends that the Security created under this Agreement and the rights and remedies arising thereunder, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) 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: acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

16.9 **Immediate recourse**

The Chargor waives any right it may have of first requiring any Secured 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 claiming from the Chargor under this Agreement. This waiver applies irrespective of any law or any provision of this Agreement to the contrary.

16.10 **Deferral of rights**

Until the end of the Security Period, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Agreement:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Agreement;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Secured Parties under this Agreement or of any other guarantee or Security taken pursuant to, or in connection with, this Agreement by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under any of the Finance Documents;
- (e) to exercise any right of set-off against any Obligor; or
- (f) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to any Secured Party by any Obligor under

or in connection with this Agreement to be repaid in full on trust for the Security Agent 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 13 (*Application of moneys*).

17. PRIOR SECURITY INTERESTS

- (a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against the Security Assets or in case of exercise by the Security Agent or any Receiver of any power of sale under this Agreement the Security Agent may redeem such prior Security or procure the transfer thereof to itself.
- (b) The Security Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on the Chargor.
- (c) All principal moneys, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargor to the Security Agent promptly on demand together with accrued interest thereon as well as before judgment at the rate from time to time applicable to unpaid sums specified in the Facility Agreement from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgment).

18. SUBSEQUENT SECURITY INTERESTS

If the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives, or is deemed to have received, notice of any subsequent Security, assignment or transfer affecting any part of the Security Assets which is prohibited by the terms of the Finance Documents, all payments thereafter by or on behalf of the Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties will (in the absence of any express contrary appropriation by the Chargor) be credited or treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities at the time that notice was received.

19. SUSPENSE ACCOUNTS

All moneys received, recovered or realised by the Security Agent under this Agreement (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account(s) maintained with a bank, building society, financial institution or other person as it considers appropriate (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time, at the Security Agent's discretion, in or towards the discharge of any of the Secured Liabilities and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

20. **RELEASE OF SECURITY**

20.1 **Release of security**

- (a) Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of the Chargor, release and cancel the security constituted by this Agreement and reassign to the Chargor the Assigned Loans, without recourse to, or any representation or warranty by, the Security Agent, any Secured Party or any of its nominees.
- (b) No part of the Security from time to time constituted by this Agreement will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the Secured Liabilities.

20.2 **Clawback**

If the Security Agent reasonably considers that any amount paid or credited to any Secured Party in respect of the Secured Liabilities is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Agreement and the Security constituted by this Agreement will continue and that amount will not be considered to have been irrevocably paid or discharged.

21. **TRANSFERS**

The Chargor may not assign or otherwise transfer any of its rights and obligations under this Agreement.

22. **SUCCESSORS**

22.1 **Security Agent successors**

This Agreement shall remain in effect despite any amalgamation or merger (however effected) relating to the Security Agent, and references to the Security Agent shall include any transferee, assignee or successor in title of the Security Agent and any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Security Agent under this Agreement or to which, under such laws, those rights and obligations have been transferred.

22.2 **Disclosure**

The Security Agent shall be entitled to disclose such information concerning the Chargor or any other person and this Agreement as the Security Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by applicable law.

23. **GOVERNING LAW**

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

24. JURISDICTION

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or the consequences of its nullity or any non-contractual obligation arising out of or in connection with this Agreement) (a "**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) Notwithstanding paragraph (a) above, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

THIS AGREEMENT has been signed on behalf of the Security Agent and executed as a deed by the Chargor and is delivered by the Chargor on the date specified above.

EXECUTION PAGE

Chargor

EXECUTED AS A DEEDby **GET LIVING LONDON EV2**
HOLDCO LIMITEDacting by a director
in the presence of:

Ann Hodgett

Signature of director

Name of director

in the presence of:



Ben J.

Signature of witness

Name of witness

Address of witness

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com**Notice Details:**

Address: c/o Delancey, Lansdowne House, Berkeley Square, London W1J 6ER

Attention: Anandh Owen & Kevin Chong

Email: Loanadmin@delancey.com

Security Agent

Signed by
CBRE LOAN SERVICES LIMITED
for and on its behalf
by its duly authorised officers:

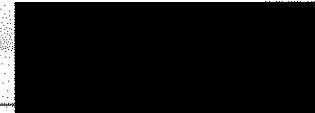
)
)
)
)
)



MUHAMMAD MOYNUL ISLAM
AUTHORISED SIGNATORY

and

)
)
)



PIOTR TOKARSKI
Authorised Signatory

Notice Details:

Address: Henrietta House, Henrietta Place, London W1G 0NB
Fax: +44 (0) 207 117 1079
Attention: Moynul Islam/Arham Sheikh