



**Registration of a Charge**

Company name: **LIBERTY PROPERTY CO I LIMITED**

Company number: **10480402**

Received for Electronic Filing: **28/12/2018**



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**Details of Charge**

Date of creation: **21/12/2018**

Charge code: **1048 0402 0001**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC AS AGENT AND TRUSTEE FOR THE SECURED PARTIES**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: 10480402

Charge code: 1048 0402 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2018 and created by LIBERTY PROPERTY CO I LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th December 2018 .

Given at Companies House, Cardiff on 2nd January 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

**CLIFFORD  
CHANCE**

**EXECUTION VERSION**

**SECURITY AGREEMENT**

DATED 21 December 2018

**BETWEEN**

**THE PERSONS LISTED IN SCHEDULE 1 AS THE CHARGORS**

**(the Chargors)**

**- and -**

**NATIONAL WESTMINSTER BANK PLC**

**(the Security Agent)**

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THIS DEED is dated 21 December 2018 and made

**BETWEEN:**

- (1) **THE PERSONS** listed in Schedule 1 (*Chargors*) (each a **Chargor**) in favour of;
- (2) **NATIONAL WESTMINSTER BANK PLC** (the **Security Agent**) as agent and trustee for the Secured Parties (as defined below).

**BACKGROUND:**

- (A) Each **Chargor** enters into this Deed in connection with the Intercreditor Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

**1.1 Definitions**

In this Deed:

**Acceleration Event** has the meaning given to that term in the Intercreditor Agreement.

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

**Company** means Liberty Property Holdco III Limited, a private limited company incorporated in England and Wales with registered number 11697243 and having its registered office at Griffin House, 161 Hammersmith Road, London, W6 8BS, United Kingdom.

**Debtor** means each Debtor as defined in the Intercreditor Agreement.

**Excluded Properties** has the meaning given to that term in the Facilities Agreement.

**Facilities Agreement** means the senior facilities agreement dated 21 December 2018, between, amongst others, the Company, the Parent, National Westminster Bank Plc as facility agent and security agent and the financial and other institutions named therein as lenders (as amended and/or restated from time to time).

**Intercreditor Agreement** means the intercreditor agreement dated 21 December 2018 and made between, amongst others, the Company, the Parent, each Propco and National Westminster Bank Plc as original senior agent and security agent (as amended and/or restated from time to time).

**Investments** means:

- (a) the Shares;
- (b) any other stocks, debentures, bonds or other securities and investments owned by a **Chargor** in any other Obligor from time to time;
- (c) any dividend or interest paid or payable in relation to any of the above; and

- (d) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise.

**Mortgaged Property** means the freehold and leasehold property specified in Schedule 2 (*Mortgaged Property*).

**Parent** means Liberty Property Holdco II S.à r.l, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 89F, rue de Pafebruch, L-8308 Capellen, Grand Duchy of Luxembourg being registered with the Luxembourg trade and companies register under number B229860 and with a share capital of GBP 11,000.

**Party** means a party to this Deed.

**Propcos** means:

- (a) Liberty Property Co I Limited, a private limited company incorporated in England and Wales with registered number 10480402 and having its registered office at Griffin House, 161 Hammersmith Road, London, W6 8BS, United Kingdom; and
- (b) Liberty Property Co II Limited, a private limited company incorporated in England and Wales with registered number 10812626 and having its registered office at Griffin House, 161 Hammersmith Road, London, W6 8BS, United Kingdom,

and a Propco shall mean any one of them.

**Receivables** means any and all present and future, actual or contingent, secured or unsecured, claims, interests, proceeds, receivables and/or rights of the Parent, owing from any other Obligor, arising pursuant to any Relevant Contract.

**Receiver** means a receiver and manager or a receiver, in each case, appointed under this Deed.

**Related Rights** means, in relation to any asset:

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

**Relevant Contract** means any agreement documenting Subordinated Funding between a Chargor and the Parent.

**Secured Debt Documents** means the Secured Debt Documents as defined in the Intercreditor Agreement.

**Secured Obligations** has the meaning given to that term in the Intercreditor Agreement.

**Secured Parties** means the Secured Parties as defined in the Intercreditor Agreement.

**Security Assets** means all the assets and undertaking of each Chargor which from time to time are, or are expressed to be, the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to this Deed.

**Security Interest** has the meaning given to the term "Security" in the Intercreditor Agreement.

**Security Period** means the period beginning on the date of this Deed and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full in accordance with the Intercreditor Agreement or otherwise released in accordance with Clause 16 (*Release*) below.

**Shares** means all shares owned by a Chargor in any Obligor from time to time.

**Share Transfer** means:

- (a) the transfer of the entire issued shares in Liberty Property Co I Limited from Virgin Media PCHC Limited to the Company pursuant to a share purchase agreement dated 30 November 2018; and
- (b) the transfer of the entire issued shares in Liberty Property Co II Limited from Virgin Media PCHC Limited to the Company pursuant to a share purchase agreement dated 30 November 2018.

## **1.2 Construction**

- (a) Capitalised terms defined in the Intercreditor Agreement or the Facilities Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clause 1.2 (Construction), clause 20.2 (Delegation), clause 22.1 (Security Agent's ongoing costs), clause 22.2 (Transaction expenses), clause 23 (Indemnities), clause 25 (Notices), clause 26.1 (Partial invalidity), clause 26.4 (Waiver of defences), clause 31.1 (Jurisdiction) and clause 31.2 (Service of process) of the Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Intercreditor Agreement will be construed as references to this Deed.
- (c) A **Secured Debt Document** or any other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to that Secured Debt Document or other agreement or instrument, as amended, novated, supplemented, extended, restated or replaced (however fundamentally), including any change in the purpose of, any extension or refinancing of or any increase in the amount of a facility or any additional facility;
  - (i) the term **this Security** or any **Security** means any security created by this Deed; and
  - (ii) **assets** includes present and future properties, revenues and rights of every description.
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.



- (e) A reference in this Deed to a mortgage, assignment or charge of any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.
- (f) If the Security Agent considers on the basis of legal advice that there is a reasonable likelihood that an amount paid to a Secured Party under a Secured Debt Document is reasonably likely to be avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid and fully and finally discharged for the purposes of this Deed.
- (g) The terms of the Facilities Agreement and each other Finance Document and of any side letters between the Parties in relation to the Finance Documents are incorporated into this Deed and each other Finance Document to the extent required for any purported disposition, or any agreement for this disposition, of any Mortgaged 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.
- (h) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.
- (i) A person which is not a Party (a **third party**) shall have no right to enforce any provisions of this Deed except that a third party shall have those rights it would have had if the Contracts (Rights of Third Parties) Act 1999 had not come into effect.
- (j) The Parties may without the consent of any third party vary or rescind this Deed.
- (k) For the avoidance of doubt, the requirement to complete any further assurance obligation or take any perfection step shall be subject to the Agreed Security Principles.
- (l) For the avoidance of doubt, (but without prejudice to the security created, or intended to be created, by this Deed and any actions required to create, perfect or preserve such security) the terms of this Deed shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step permitted by a Secured Debt Document and the Security Agent shall promptly enter into such documentation and/or take such other action as is required by the relevant Chargor (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document.
- (m) If the terms and conditions of this Deed are in contradiction with the terms and conditions of the Secured Debt Documents, the terms and conditions of the Secured Debt Documents shall prevail.
- (n) The rights and obligations of all parties to this Deed are subject to the terms of the Intercreditor Agreement.

## **2. CREATION OF SECURITY**

### **2.1 General**

- (a) All the security created under this Deed:
  - (i) is created in favour of the Security Agent;

- (ii) is created over present and future Security Assets;
- (iii) is security for the payment and discharge of all the Secured Obligations; and
- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

(b) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

## **2.2 Land**

Each Chargor (other than the Parent) charges by way of a legal mortgage, its Mortgaged Property.

## **2.3 Receivables and Relevant Contracts**

The Parent charges and assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of the Receivables and the Relevant Contracts.

## **2.4 Investments**

Each Chargor charges, by way of a first fixed charge, all its rights, title and interest from time to time in the Investments and all other Related Rights.

## **2.5 Floating charge**

- (a) Each Chargor charges by way of a first floating charge all its rights, title and interest in respect of the Receivables, Relevant Contracts, the Investments and all other Related Rights not at any time otherwise effectively charged or assigned (as applicable) by way of fixed charge or assignment under this Clause.
- (b) Each Chargor (other than the Parent) charges, by way of first floating charge, all present and future assets and undertaking of that Chargor (other than any Excluded Properties).
- (c) Except as provided below, the Security Agent may by notice to the relevant Chargor convert the floating charge created by that Chargor under this Clause into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
  - (i) an Acceleration Event has occurred; or
  - (ii) the Security Agent (acting on the instructions of the Instructing Group) reasonably considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (d) The floating charge created by this Clause may not be converted into a fixed charge solely by reason of:
  - (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium,
 under section 1A of the Insolvency Act 1986.

- (e) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraphs (a) and (b) above.
- (f) The floating charge created by this Clause will automatically and immediately (without notice) convert into a fixed charge over all of each of the Chargor's assets which are the subject of such floating charge if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.

### **3. RESTRICTIONS ON DEALINGS**

No Chargor may:

- (a) create or permit to subsist any Security Interest on any Security Asset; or
  - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as permitted or not prohibited by the Secured Debt Documents.

### **4. REPRESENTATIONS AND UNDERTAKINGS**

#### **4.1 Representations – Receivables and Relevant Contracts**

The Parent represents and warrants to each Secured Party that, subject to Legal Reservations:

- (a) it is the sole legal and beneficial owner of the Receivables;
- (b) each Relevant Contract is its legal, valid, binding and enforceable obligation; and
- (c) it is permitted to grant security, including by way of assignment over the Receivables and the Relevant Contracts.

#### **4.2 Representations – Investments**

- (a) Each Chargor represents and warrants to each Secured Party that:
  - (i) its Shares and, to the extent applicable, its other Investments, are fully paid; and
  - (ii) the Shares represent the whole of the issued share capital of the relevant company.
- (b) The Parent and each Propco represents and warrants to each Secured Party that it is the sole legal and beneficial owner of its Investments.
- (c) The Company represents and warrants to each Secured Party that:
  - (i) it is the sole legal and beneficial owner of its Investments (other than the Shares in each Propco);
  - (ii) it is the sole beneficial owner of the Shares in each Propco; and
  - (iii) subject only to:

- (A) the receipt of stamped stock transfer forms from HMRC in respect of each Share Transfer (the date of receipt being the "Relevant Date"); and
- (B) the subsequent writing up of the register of members of each Propco evidencing that each Share Transfer has taken place (which writing up will be completed as soon as reasonably practicable following the Relevant Date and the date of such writing up being the "Share Transfer Date"),

on the Share Transfer Date it will be the sole legal owner of the Shares in each Propco.

#### **4.3 Representations – Property**

Each Chargor (other than the Parent) represents and warrants that:

- (a) it is the legal and beneficial owner of its Mortgaged Property; and
- (b) it has good and marketable title to its Mortgaged Property.

#### **4.4 Times for making representations**

The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed.

#### **4.5 Preservation**

The Parent may not, without the prior consent of the Security Agent take or allow the taking of any action on its behalf, in respect of any Relevant Contract, which might reasonably be expected to jeopardise the existence or enforceability of this Security except as permitted or not prohibited by the Secured Debt Documents.

#### **4.6 Other Undertaking**

- (a) Following a request in writing from the Security Agent or any Receiver, after an Acceleration Event has occurred, each Chargor must supply the Security Agent and any Receiver with copies of each Relevant Contract to which it is a party and any information and documentation relating to any Relevant Contract to which it is a party reasonably requested in writing by the Security Agent or any Receiver.
- (b) The Security Agent is not obliged to:
  - (i) perform any obligation of the Parent;
  - (ii) make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or the Parent; or
  - (iii) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Receivable or Relevant Contract.

#### **4.7 Notice of Assignment**

The Parent hereby notifies each other Chargor of the assignment created by this Deed, and each other Chargor hereby acknowledges and accepts such notice.

### **5. LAND**

#### **5.1 Deposit of title deeds**

Each Chargor (other than the Parent) shall:

- (a) as soon as reasonably practicable after the date of this Deed deposit (or procure the deposit) with the Security Agent all deeds, certificates and other documents constituting or evidencing title to each Mortgaged Property (or procure that the same are held to the order of the Security Agent subject to a solicitor's undertaking in form and substance satisfactory to the Security Agent (acting reasonably)); and
- (b) deposit with the Security Agent at any time thereafter any further such deeds, certificates, instruments of transfer and other documents in connection with each Mortgaged Property, as soon as reasonably practicable upon coming into possession of any of those items (or procure that the same are held to the order of the Security Agent subject to a solicitor's undertaking in form and substance satisfactory to the Security Agent (acting reasonably)).

#### **5.2 Application to HM Land Registry**

Each Chargor (other than the Parent) consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property owned by it and registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of National Westminster Bank PLC referred to in the charges register or their conveyancer".

#### **5.3 Further advances**

- (a) Subject to the terms of the Facilities Agreement, each Lender is under an obligation to make further advances to each Chargor (other than the Parent) and that obligation will be deemed to be incorporated in this Deed as if set out in this Deed.
- (b) Each Propco consents to an application being made to HM Land Registry to enter the obligation to make further advances on the charges register of any registered land forming part of the Mortgaged Property.

### **6. INVESTMENTS**

#### **6.1 Deposit**

- (a) On the date of this Deed (or such later date as the Parties may agree), the Parent shall:
  - (i) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any of its Shares; and

- (ii) execute and deliver to the Security Agent all share transfers and other documents which may be reasonably requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner or otherwise obtain a legal title to any of its Shares.
- (b) Subject to the Agreed Security Principles, within 20 Business Days of the Relevant Date, the Company shall:
  - (i) deliver to the Security Agent a copy (which may be an electronic copy) of the written up share register of each Propco, evidencing the applicable Share Transfer;
  - (ii) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any of its Shares; and
  - (iii) execute and deliver to the Security Agent all share transfers and other documents which may be reasonably requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner or otherwise obtain a legal title to any of its Shares.
- (c) Subject to the Agreed Security Principles, as soon as reasonably practicable upon request of the Security Agent, each Chargor must:
  - (i) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to the any of its Investments; and
  - (ii) execute and deliver to the Security Agent all share transfers and other documents which may be reasonably requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner or otherwise obtain a legal title to any of its Investments.

## 6.2 Changes to rights

No Chargor may take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further shares in the issued share capital of the relevant company whose shares are charged pursuant to this Deed being issued to anybody other than the relevant Chargor, in each case, unless permitted under the Secured Debt Documents.

## 6.3 Calls

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments.
- (b) If a Chargor fails to do so, the Security Agent may, on no less than 10 Business Days notice in writing to the relevant Chargor, pay the calls or other payments on behalf of that Chargor. The relevant Chargor must, within 10 Business Days of demand, reimburse the Security Agent for any payment made by the Security Agent under this Clause.

#### **6.4 Other obligations in respect of Investments**

- (a) Following a request in writing from the Security Agent or any Receiver, after an Acceleration Event has occurred, each Chargor must as soon as reasonably practicable comply with all requests for information, and copy to the Security Agent material requests for information where and to the extent permitted by law and/or regulation, which is within its knowledge and which are made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other constitutional document relating to any of its Investments. If it fails to do so within 10 Business Days of notice in writing from the Security Agent to the relevant Chargor, the Security Agent may elect to provide such information as it may have on behalf of that Chargor.
- (b) No Chargor may deal with the Investments in a way in which might reasonably be expected to jeopardise the enforceability or the value of this Security (other than as permitted or not prohibited by the Secured Debt Documents).
- (c) The Security Agent is not obliged to:
  - (i) perform any obligation of any Chargor;
  - (ii) make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor; or
  - (iii) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,in respect of any Investment.

#### **6.5 Voting rights**

- (a) Before the occurrence of an Acceleration Event:
  - (i) the voting rights, powers and other rights in respect of the Investments shall be exercisable by each Chargor, as permitted or not prohibited by the Secured Debt Documents, provided that the relevant Chargor must exercise such rights and powers in a manner which does cause an Event of Default (as defined in the Facilities Agreement) to occur; and
  - (ii) all dividends or other income paid or payable in relation to any Investments shall be paid directly to the relevant Chargor.
- (b) After the occurrence of an Acceleration Event, the Security Agent may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of that Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

#### **6.6 Financial Collateral**

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of a Chargor under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) the Security Agent will,

following the occurrence of an Acceleration Event, have the right to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.

(b) Where any financial collateral is appropriated:

- (i) if the financial collateral is listed or traded on a recognised exchange its value will be taken as the value at which it could have been sold on the exchange on the date of appropriation; or
- (ii) in any other case, the value of the financial collateral will be the fair market price in the prevailing market conditions,

in each case, in a commercially reasonable manner (including by way of an independent valuation) and each Secured Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

## **7. PRESERVATION OF SECURITY**

### **7.1 Continuing security**

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

### **7.2 Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of any Debtor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

### **7.3 Immediate recourse**

- (a) Each 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 right or security or claim payment from any person before claiming from that Chargor under this Deed.
- (b) This waiver applies irrespective of any law or provision of a Secured Debt Document to the contrary.

### **7.4 Appropriations**

Each Secured Party (or any trustee or agent on its behalf) may at any time during the Security Period:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of the Secured Obligations, or apply and enforce them in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and no Chargor will be entitled to the benefit of such moneys, security or rights; and



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

#### **7.5 Deferral of Chargor's rights**

- (a) Unless the Security Period has expired or 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 this Deed or by reason of any amount being payable, or liability arising under this Deed:
  - (i) to be indemnified by an Debtor;
  - (ii) to claim any contribution from any Debtor of any Debtor's obligations under the Secured Debt Documents;
  - (iii) 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 Secured Debt Documents or of any other guarantee or security taken pursuant to, or in connection with, the Secured Debt Documents by any Secured Party;
  - (iv) to bring legal or other proceedings for an order requiring any Debtor to make any payment, or perform any obligation, in respect of which it has granted security under this Deed;
  - (v) to exercise any right of set-off against any Debtor; and/or
  - (vi) to claim or prove as a creditor of any Debtor in competition with any Secured Party.
- (b) If a Chargor receives any benefit, payment or distribution in relation to such rights it must 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 Debtors under or in connection with the Secured Debt Documents to be repaid in full on trust for the Secured Parties and must promptly pay or transfer them to the Security Agent or as the Security Agent may direct for application in accordance with the terms of this Deed.

#### **7.6 Additional security**

- (a) This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by any Secured Party.
- (b) No prior security held by any Secured Party (in its capacity as such or otherwise) over any Security Asset will merge into this Security.

### **8. WHEN SECURITY BECOMES ENFORCEABLE**

#### **8.1 Acceleration Event**

This Security will become immediately enforceable if an Acceleration Event occurs.

#### **8.2 Discretion**

After the occurrence of an Acceleration Event, the Security Agent may in its absolute discretion enforce all or any part of this Security in accordance with the Intercreditor Agreement.

### **8.3 Power of sale**

The power of sale and other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after the occurrence of an Acceleration Event.

## **9. ENFORCEMENT OF SECURITY**

### **9.1 General**

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing may be exercised by the Security Agent at any time on or after this Deed has become enforceable in accordance with Clause 8 (When Security becomes enforceable) and the Security Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with Sections 99 and 100 of the Act.
- (d) For the purposes of Sections 99 and 100 of the Act, the expression "Mortgagor" will include any incumbrancer deriving title under any Chargor and neither Sub-section (18) of Section 99 nor Sub-section (12) of Section 100 of the Act will apply.

### **9.2 No liability as mortgagee in possession**

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

### **9.3 Privileges**

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply.

### **9.4 Protection of third parties**

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

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

### **9.5 Redemption of prior mortgages**

- (a) At any time after the occurrence of an Acceleration Event, the Security Agent may:

- (i) redeem any prior Security Interest against any Security Asset; and/or
  - (ii) procure the transfer of that Security Interest to itself; and/or
  - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor must pay to the Security Agent the costs and expenses incurred by the Security Agent in accordance with clause 22 (*Costs and Expenses*) of the Intercreditor Agreement.

#### **9.6 Contingencies**

If this Security is enforced at a time when no amount is due under the Secured Debt Documents but at a time when amounts may or will become due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

### **10. RECEIVER**

#### **10.1 Appointment of Receiver**

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets:
- (i) after the occurrence of an Acceleration Event; or
  - (ii) if a Chargor so requests the Security Agent in writing at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.

#### **10.2 Removal**

The Security Agent may by writing under its hand remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

#### **10.3 Remuneration**

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply.

#### **10.4 Agent of the Chargors**

- (a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by

a mortgagee under the Act. Each Chargor is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.

- (b) No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

#### **10.5 Relationship with Security Agent**

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may, on or after the occurrence of an Acceleration Event, be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

### **11. POWERS OF RECEIVER**

#### **11.1 General**

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law; this includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

#### **11.2 Possession**

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

#### **11.3 Carry on business**

A Receiver may carry on any business of the Chargors in any manner he thinks fit.

#### **11.4 Employees**

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by a Chargor.

#### **11.5 Borrow money**

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

#### **11.6 Sale of assets**

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which

he thinks fit which the Receiver believes (acting reasonably) will generate the best available price in relation to such Security Asset.

- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.

#### **11.7 Leases**

A Receiver may let any Mortgaged Property for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Mortgaged Property on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

#### **11.8 Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset.

#### **11.9 Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.

#### **11.10 Receipts**

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

#### **11.11 Subsidiaries**

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

#### **11.12 Delegation**

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

#### **11.13 Lending**

A Receiver may lend money or advance credit to any customer of the Chargors.

#### **11.14 Protection of assets**

A Receiver may:

- (a) do any act which a Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation in relation to a Mortgaged Property; and

- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation in relation to a Mortgaged Property,

in each case as he/she thinks fit.

#### **11.15 Other powers**

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and
- (c) use the name of a Chargor for any of the above purposes.

#### **12. APPLICATION OF PROCEEDS**

Any moneys received by the Security Agent or any Receiver after the occurrence of an Acceleration Event must be applied in accordance with clause 16 (*Application of Proceeds*) of the Intercreditor Agreement.

#### **13. FURTHER ASSURANCES**

Subject to the Agreed Security Principles, each Chargor must, at its own expense, promptly take all such reasonable action as the Security Agent or a Receiver may require for:

- (a) creating, perfecting or protecting any security intended to be created by this Deed; or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset.

This includes:

- (i) the execution of any transfer or assignment of any asset whether to the Security Agent or to its nominee; or
- (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may (acting reasonably) think expedient, provided that the Security Agent will not require the Chargors to do any act or execute any document which would cause it to contravene any of the Secured Debt Documents.

#### **14. POWER OF ATTORNEY**

- (a) Until the end of the Security Period, each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which it is obliged to take under this Deed. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause (acting lawfully).

- (b) The Security Agent, each Receiver and any of its delegates or sub-delegates shall only exercise the power of attorney contained in this clause:
  - (i) after the occurrence of an Acceleration Event; or
  - (ii) if a Chargor has failed to comply with a further assurance or perfection obligation under the Secured Debt Documents within 10 Business Days of being notified in writing of that failure and being requested to comply.

## **15. MISCELLANEOUS**

### **15.1 Covenant to pay**

Each Chargor must pay or discharge the Secured Obligations when they fall due for payment in the manner provided for in the Secured Debt Documents.

### **15.2 Tacking**

Each Lender must perform its obligations under the Secured Debt Documents, including any obligation to make available further advances.

### **15.3 New Accounts**

- (a) If any subsequent charge or other interest affects any Security Asset, the Secured Party may open a new account with the Chargor.
- (b) If the Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to the Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligation.

### **15.4 Time deposits**

Without prejudice to any right of set-off any Secured Party may have under any other Secured Debt Document or otherwise, if any time deposit matures on any account any Chargors has with any Secured Party within the Security Period when:

- (a) an Acceleration Event has occurred; and
- (b) no Secured Obligation is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

## **16. RELEASE**

IF:

- (a) all the Secured Obligations have been irrevocably paid in full and neither the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of each Chargor, in each case, in accordance with the Intercreditor Agreement; or

- (b) each Chargor is entitled pursuant to any provision of the Secured Debt Documents to have any Security Asset released from this Security,

the Security Agent and each Secured Party shall, at the request and cost of the Chargors, promptly take any action which is necessary, including executing any documents or procuring that its nominees execute any documents, to release its Security Assets from this Security.

#### **17. CHANGES TO PARTIES**

- (a) No Chargor may assign or transfer any of its rights or obligations under this Deed, without the prior consent of the Security Agent, except as permitted by the Secured Debt Documents.
- (b) The Security Agent may assign any of its rights and transfer any of its rights or obligations under this Deed, in the manner permitted under the Secured Debt Documents. No Chargor's consent is required for any such assignment or transfer.

#### **18. COUNTERPARTS**

This Deed may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

#### **19. GOVERNING LAW**

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

**THIS DEED** has been entered into as a deed on the date stated at the beginning of this Deed.



**SCHEDULE 1**

**CHARGORS**

Name	Jurisdiction	Company Number
LIBERTY PROPERTY HOLDCO II S.À R.L	Luxembourg	B229860
LIBERTY PROPERTY HOLDCO III LIMITED	England and Wales	11697243
LIBERTY PROPERTY CO I LIMITED	England and Wales	10480402
LIBERTY PROPERTY CO II LIMITED	England and Wales	10812626

## SCHEDULE 2

### MORTGAGED PROPERTY

Name of Chargor	Property Description	Title Number
Liberty Property Co II Limited (company number 10812626)	Turner Buildings, Kitling Road, Knowsley Business Park L34 9JA	MS360029
		MS410258
		MS427189
Liberty Property Co II Limited (company number 10812626)	12 Lockmead Road and 11-29 Belmont Hill, London	SGL10137
		279230
		TGL406553
Liberty Property Co II Limited (company number 10812626)	Land to the west side of Chippenham Street, Sheffield	SYK368165
		SYK414451
		SYK336516
Liberty Property Co II Limited (company number 10812626)	Land and buildings known as City House, Timpson Road, Roundthorn Industrial Estate, Manchester M23 9WX	GM856408
Liberty Property Co II Limited (company number 10812626)	Units 1-2, 4-7 and 8-12 Mayfair Way, Bradford BD4 8PW	WYK452168
		WYK562955
		WYK560886
		WYK535713
		WYK510647

## SIGNATORIES

### CHARGORS

EXECUTED AS A DEED by )  
LIBERTY PROPERTY HOLDCO II S.À R.L. )  
a company incorporated in Luxembourg, acting )  
by Veer Vasishta )  
who, in accordance with the laws of that territory,  
is acting under the authority of the company.

Signature in name of company

LIBERTY PROPERTY HOLDCO II S.À R.L.



Signature of authorised signatory

EXECUTED AS A DEED by  
LIBERTY PROPERTY HOLDCO III  
LIMITED

)  
)  
)  
)  
)

in the presence of:

[Redacted Signature]

SASHA MCFARQUHAR

Signature of director

Name of director

in the presence of

[Redacted Signature]

JOANNA KELLY  
161 HAMMERSMITH ROAD  
LONDON W6 8BS

Signature of witness

Name of witness

Address of witness

EXECUTED AS A DEED by  
LIBERTY PROPERTY CO 1 LIMITED

)  
)  
)  
)

in the presence of:

[REDACTED]

SASMA McFARQUHAR

Signature of director

Name of director

in the presence of

[REDACTED]

[REDACTED]

JOANNA KELLY

Signature of witness

Name of witness

161 Hammersmith Road,  
London W6 8BS

Address of witness

EXECUTED AS A DEED by  
LIBERTY PROPERTY CO II LIMITED

in the presence of:


  
SASHA MCFARQUHAR

)  
)  
)  
)

Signature of director

Name of director

in the presence of

  
JOANNA KELLY  
161 HAMMERSMITH ROAD,  
LONDON W6 8EP

Signature of witness

Name of witness

Address of witness

**SECURITY AGENT**

EXECUTED by )  
NATIONAL WESTMINSTER BANK PLC )  
acting by )