



**Registration of a Charge**

Company name: **LR Baker St Senior Holdco Limited**

Company number: **10833903**



X6CBCUMH

Received for Electronic Filing: **07/08/2017**

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**Details of Charge**

Date of creation: **31/07/2017**

Charge code: **1083 3903 0001**

Persons entitled: **CBRE LOAN SERVICES LIMITED AS SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description: **NOT APPLICABLE.**

**Contains fixed 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:

**DANIELLE O'HARE**



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

Company number: 10833903

Charge code: 1083 3903 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st July 2017 and created by LR Baker St Senior Holdco Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th August 2017 .

Given at Companies House, Cardiff on 9th August 2017

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

DATED

31 JULY

EXECUTION VERSION

2017

**LR BAKER ST SENIOR HOLDCO LIMITED**  
(as Chargor)

- and -

**CBRE LOAN SERVICES LIMITED**  
(as Security Agent)

**SHARE CHARGE**



Matter ref: 10180P/085872  
F3/OHAREDAN/5673625

Hogan Lovells International LLP  
Atlantic House, Holborn Viaduct, London EC1A 2FG

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THIS DEED is dated

31 July

2017

**BETWEEN:**

- (1) **LR BAKER ST SENIOR HOLDCO LIMITED** (company number 10833903) whose registered office is at Quadrant House, Floor 6, 4 Thomas More, London E1W 1YW (the "**Chargor**"); and
- (2) **CBRE LOAN SERVICES LIMITED** as security trustee for the Secured Parties (the "**Security Agent**").

**BACKGROUND:**

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

**OPERATIVE PROVISIONS**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

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

"**Agent**" means:

- (i) prior to the Senior Discharge Date, the Senior Agent; and
- (ii) on or after the Senior Discharge Date, the Mezzanine Agent.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"**Borrowers**" means the Senior Borrower and the Mezzanine Borrower;

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

"**Direct Group Company**" has the meaning given to that term in the Mezzanine Facility Agreement.

"**Facility Agreements**" means the Senior Facility Agreement and the Mezzanine Facility Agreement;

"**Intercreditor Agreement**" means the intercreditor agreement dated on or around the date of this Deed and made between, amongst others, the Senior Borrower, the Mezzanine Borrower and the Security Agent and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it.

**"Investments"** means the existing or future interest of the Chargor in the issued share capital of the Senior Borrower including any income, offer, right or benefit in respect of any such investment.

**"Material Adverse Effect"** means:

- (a) prior to the Senior Discharge Date, a material adverse effect on:
  - (i) the property or financial condition of the Chargor or the Senior Borrower; or
  - (ii) the ability of the Chargor or the Senior Borrower to perform its payment, financial covenant and other material obligations under the Debt Documents; or
  - (iii) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purported to be granted pursuant to this Deed; or
  - (iv) the rights or remedies of the Security Agent under this Deed,
- (b) on or after the Senior Discharge Date, a material adverse effect on:
  - (i) the property or financial condition of a Direct Group Company; or
  - (ii) the ability of a Mezzanine Transaction Obligor to perform its payment, financial covenant and other material obligations under the Mezzanine Finance Documents; or
  - (iii) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purported to be granted pursuant to any of, the Mezzanine Finance Documents; or
  - (iv) the rights or remedies of any Mezzanine Finance Party under any of the Mezzanine Finance Documents;

**"Mezzanine Borrower"** means LR Baker St Mezz Borrower Limited registered in England and Wales with registered number 10832284;

**"Mezzanine Facility Agreement"** means a facility agreement dated on or around the date of this Deed and made between, among others, the Mezzanine Borrower (1) and Teachers Insurance and Annuity Association of America (2) and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it.

**"Mezzanine Finance Document"** has the meaning given to the term "Finance Document" in the Mezzanine Facility Agreement;

**"Mezzanine Finance Party"** has the meaning given to the term "Finance Party" in the Mezzanine Facility Agreement;

**"Mezzanine Transaction Obligor"** has the meaning given to the term "Transaction Obligor" in the Mezzanine Facility Agreement;

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

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

**"Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements.

**"Relevant Jurisdiction"** means:

- (a) England and Wales;
- (b) any jurisdiction where any asset subject to or intended to be subject to the created by this Deed is situated; and
- (c) any jurisdiction where it conducts its business;

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

**"Senior Borrower"** means London & Regional (Baker Street) Limited registered in England and Wales with company number 10834789.

**"Senior Discharge Date"** shall have the meaning ascribed to it by the Intercreditor Agreement.

**"Senior Facility Agreement"** means a facility agreement dated on or around the date of this Deed and made between, among others, the Senior Borrower (1) and the Security Agent (2) and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it.

## 1.2 Construction

- (a) Headings and punctuation in this Deed are for convenience only and do not affect its construction or interpretation.
- (b) The construction provisions set out at clause 1.2 (*Construction*) of the Intercreditor Agreement shall apply equally to this Deed.
- (c) Unless the contrary intention is expressed, defined or interpreted all defined terms in the Intercreditor Agreement shall have the same meaning here.

## 2. SECURITY

### 2.1 General

All the security created under this Deed is created in favour of the Security Agent as continuing security for the payment and discharge of the Secured Liabilities with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

### 2.2 Fixed charge

The Chargor charges the Investments by way of first fixed charge including all rights of enforcement of the same.



### **3. PERFECTION OF SECURITY**

#### **3.1 Further assurance**

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

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

as the Security Agent may reasonably require to perfect or protect the security created or intended to be created by this Deed and/or, following an Event of Default which is continuing, to facilitate or effect any dealing with the Charged Assets in connection with this Deed.

### **4. INVESTMENTS**

#### **4.1 Investment title documentation**

Upon execution of this Deed (or immediately upon the acquisition of the relevant Investment if that acquisition follows the date of this Deed) and notwithstanding any other term of the Debt Documents, the Chargor will deposit with the Security Agent in respect of each Investment:

- (a) all certificates, warrants or other documents of title;
- (b) duly executed undated blank stock transfer forms; and
- (c) forms of waiver of any pre-emption rights and any other documents, consents and monies necessary to enable such transfers to be registered by the Security Agent.

#### **4.2 Voting prior to an Event of Default**

Prior to an Event of Default which is continuing, the Chargor may continue to exercise all voting and other rights (including the right to collect dividends, interest, principal or other payments of money) relating to the Investments provided that such rights are not exercised in a way which (and the Chargor shall not permit anything which):

- (a) jeopardises any Security constituted by the Debt Documents;
- (b) varies the rights attaching to the Investments; or
- (c) relates to a participation in a rights issue or to receiving dividends other than in cash or concerns a merger, consolidation, allotment of shares, change to constitutional documents, transfer of ownership (legal or beneficial), liquidation, striking off, insolvency or matters which would otherwise be prohibited by the Debt Documents.

#### **4.3 Voting after an Event of Default**

Following an Event of Default which is continuing, the Security Agent may, for the purposes of protecting its interests in relation to the Secured Liabilities and preserving the

value of the security created by this Deed (in each case in its absolute discretion) and/or realising the security created by this Deed:

- (a) without notice to the Chargor, exercise any rights (including the right to collect dividends, interest, principal or other payments of money but excluding the right to vote) in respect of the Investments and may do anything necessary to complete any transfer form in favour of itself or otherwise; and
- (b) following the service of notice upon the Chargor, exercise any right to vote in respect of the Investments.

In each case without consent from the Chargor and in the Chargor's name or otherwise.

#### **4.4 Obligations**

The Chargor shall promptly pay all calls, costs and/or other payments in respect of the Investments and shall give to the Senior Agent, the Mezzanine Agent and the Security Agent, at the time of issue, copies of all information, offers, notices or other materials supplied to the members of the issuers of the Investments and shall advise the Agent and the Security Agent promptly of any material occurrence affecting the Investments or any other part of the security granted to the Security Agent pursuant to this Deed and shall give to the Senior Agent, the Mezzanine Agent and the Security Agent such information as they may reasonably require relating to the Investments.

#### **5. REPRESENTATIONS AND WARRANTIES**

The Chargor makes the representations and warranties set out in this Clause 5 (*Representations and warranties*) to the each Secured Party.

##### **5.1 Status**

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

##### **5.2 Binding obligations**

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

##### **5.3 Non-conflict**

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

- (a) any law or regulatory requirement applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

**5.4 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 Deed and the transactions contemplated by this Deed.

**5.5 Validity and admissibility in evidence**

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

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed; and
  - (b) to make this Deed admissible in evidence in its jurisdiction of incorporation,
- has been obtained or effected and is in full force and effect.

**5.6 Solvency**

No step has been taken for its insolvency.

**5.7 Restriction on transfer**

The constitutional documents of the company in respect of which the Investments are issued do not and could not restrict or inhibit (whether absolutely, partly, under a discretionary power or otherwise) the transfer of the Investments in relation to the enforcement of the Security created by or under this Deed.

**5.8 Legal and beneficial ownership**

It is and will be the sole legal and beneficial owner of the Charged Assets free from any encumbrance or Security except as created by this Deed.

**5.9 Effective Security**

Subject to the Legal Reservations, this Deed is effective Security over the Charged Assets.

**5.10 Fully paid**

Any shares falling within the definition of Investments are fully paid.

**5.11 No filing or stamp taxes**

- (a) Under the laws of its Relevant Jurisdiction it is not necessary that this Deed be registered, filed, recorded, notarised or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar taxes or fees be paid on or in relation to this Deed or the transactions contemplated by this Deed except:
  - (i) registration of particulars of this Deed at Companies House under the Companies Act 2006 and payment of associated fees; and
  - (ii) which registrations, filings, taxes and fees will be made and paid promptly after the date of the relevant Security Document.

- (b) Any disclosure required to be made by it to any relevant taxing authority in relation to stamp duty land tax payable on any transactions contemplated by or being financed by this Deed has been made.

**5.12 No proceedings**

- (a) No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a Material Adverse Effect have (to the best of its knowledge and belief (having made due and careful enquiry)) been started or threatened against it.
- (b) No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is reasonably likely to have a Material Adverse Effect has (to the best of its knowledge and belief (having made due and careful enquiry)) been made against it.

**5.13 Centre of main interests and establishments**

For the purposes of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings (the "Regulation"), its centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in England and Wales and neither it nor any other Direct Group Company "establishment" (as that term is used in Article 2(h) of the Regulations) in any other jurisdiction

**5.14 Repetition of representations**

The representations and warranties set out in this Clause 5 (*Representations and warranties*) are made by the Chargor on the date of this Deed and (other than Clause 5.6) in addition are deemed to be made by the Chargor by reference to the facts and circumstances then existing on the date of any Utilisation Request and the first day of each Interest Period.

**6. COVENANTS**

The Chargor gives the undertakings in this Clause 6 (*Covenants*) which remain in force from the date of this Deed until this Deed is discharged.

**6.1 Authorisations**

It shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Security Agent of, any Authorisation required under any law or regulation of a Relevant Jurisdiction to enable it to:
  - (i) perform its obligations under this Deed and to ensure the legality, validity, enforceability or admissibility in evidence of this Deed; or
  - (ii) own its assets and carry on its business as it is being conducted.

**6.2 Compliance with laws**

It shall comply in all respects with all laws to which it may be subject, if failure so to comply has or is reasonably likely to have a Material Adverse Effect.

**6.3 Change of business**

It may not carry on any business other than the ownership of the Senior Borrower or have any other subsidiary other than the Senior Borrower.

**6.4 Shares, dividends and share redemption**

It shall not issue any further shares or amend any rights attaching to its issued shares other than as permitted under the Senior Facility Agreement and the Mezzanine Facility Agreement.

**6.5 Negative pledge**

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

**6.6 Disposals**

It shall not sell, lease, transfer or otherwise dispose of any Charged Asset other than in accordance with the Senior Facility Agreement and the Mezzanine Facility Agreement or with the prior written consent of the Security Agent.

**7. RIGHTS OF ENFORCEMENT**

**7.1 Enforcement**

- (a) The Secured Liabilities shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed.
- (b) The enforcement powers of the Security Agent in connection with this Deed shall be immediately exercisable while an Event of Default is continuing or at the request of the Chargor.
- (c) Clause 7.1(b) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.
- (d) The restrictions imposed by section 103 of the Act shall not apply to the security created by this Deed.
- (e) In addition to all other protection afforded by statute, every purchaser (as defined by section 205 of the Act) or other party dealing with the Security Agent or any Receiver shall be entitled to assume without enquiry that an Event of Default has occurred and that the Secured Liabilities are outstanding and have become due.

**7.2 Security Agent's and Receiver's powers and rights**

- (a) Once the Security created under this Deed has become enforceable, the Security Agent shall have the power:

- (i) to appoint a Receiver of the whole or any part of the Charged Assets and (so far as the law allows) to remove and/or substitute any such appointee; and
  - (ii) to appropriate Charged Assets in accordance with Clause 7.3 (*Right of appropriation*).
- (b) Once the Security created under this Deed has become enforceable, the Security Agent (without becoming a mortgagee in possession) and/or any Receiver (without personal liability) shall have the power in relation to the Charged Assets to:
  - (i) exercise all statutory and other powers and rights (including the powers conferred upon an administrative receiver by Schedule 1 to the Insolvency Act 1986 whether or not the Security Agent and/or any Receiver is an administrative receiver); and
  - (ii) the powers and rights specified in the Schedule;

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

### **7.3 Right of appropriation**

To the extent that any of the Charged Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under it constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Regulations), the Security Agent shall have the right to appropriate all or any part of it in or towards discharge of the Secured Liabilities and transfer title in and to it to the Security Agent. For this purpose, the Parties agree that the value of the financial collateral so appropriated shall be the market price of such financial collateral determined by the Security Agent by reference to a public index or by such other process as the Security Agent may select, including independent valuation. The Parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

### **7.4 Receiver as agent**

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

### **7.5 Further powers**

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

### **7.6 Power of attorney**

The Chargor by way of security irrevocably appoints the Security Agent and every Receiver severally its attorney in its name and on its behalf to execute any documents

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

**8. APPLICATION OF RECEIPTS**

**8.1 Priority of payment**

Subject to sums secured by Security having priority to the Security created by this Deed, all monies received by the Security Agent and/or any Receiver in the enforcement of this Deed shall (subject as follows) be applied in the following order, in payment:

- (a) **firstly**, of all fees, costs, charges, taxes, liabilities and expenses in relation to any enforcement of this Deed (including in relation to any Receiver whether on its own behalf or on behalf of the Chargor or otherwise);
- (b) **secondly**, (insofar as not contemplated by Clause 8.1(a)) of all fees, costs, charges, taxes, liabilities and expenses and other sums of the Security Agent (in its capacity as trustee) in relation to the Debt Documents; and
- (c) **finally**, in accordance with the Intercreditor Agreement.

**8.2 Crediting to suspense account**

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

**9. NOTICES**

**9.1 Communications in writing**

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

**9.2 Addresses**

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

- (a) in the case of a person which is a Party on the date of this Deed, that identified with its name below; or
- (b) in the case where a person becomes a Party after the date of this Deed, that notified in writing to the Security Agent on or prior to the date on which that person becomes a Party,

or any substitute address or department or officer as the party to this Deed may notify the Security Agent (or the Security Agent may notify the Chargor if the change is made by the Security Agent) by not less than five Business Days' notice.

### **9.3 Delivery**

- (a) Any communication or document made or delivered by one person to another person in connection with this Deed will only be effective, if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address, and, if a particular department or officer is specified as part of its address, details provided under Clause 9.2 (*Addresses*), if addressed to that department or officer.
- (b) Any notice or communication to be made or delivered to the Security Agent shall be effective when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).
- (c) Any communication or document made or delivered to the Chargor in accordance with this Clause 9.3 (*Delivery*) will be deemed to have been made or delivered to each of the Chargor.
- (d) Any communication or document which becomes effective, in accordance with Clause 9.3(a) to Clause 9.3(c), after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day.

### **10. DISCHARGE**

- (a) If the Security Agent is satisfied that the Secured Liabilities have been unconditionally and irrevocably paid, repaid and discharged in full, the Security Agent will, at the request and cost of the Chargor, discharge this Deed.
- (b) No discharge will be of any effect if any security or payment given or made in respect of the Secured Liabilities is rescinded, avoided, reduced or invalidated whether in respect of any insolvency or otherwise.

### **11. ASSIGNMENT AND TRANSFER**

#### **11.1 Assignment by the Chargor**

The Chargor may not assign, transfer or otherwise part with its rights or obligations under this Deed.

#### **11.2 Assignment by the Secured Parties**

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



## **12. GENERAL PROVISIONS**

### **12.1 Trust provisions**

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

### **12.2 Limited recourse**

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

### **12.3 Enforcement**

It shall not be necessary for the Security Agent before taking any enforcement under this Deed to enforce or seek to enforce any guarantee or other security or other rights whether from or against the Chargor or any other person. This Clause 12.3 (*Enforcement*) applies irrespective of any law or any provision of a Debt Document to the contrary.

### **12.4 Exercise of powers and liability**

- (a) This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Security Agent of any other security at any time held by the Security Agent.
- (b) The Security Agent may, at any time after this Deed has become enforceable, redeem or transfer to itself any prior Security against the Charged Assets and may settle and pass the accounts of the prior chargee (which shall be binding on the Chargor). All principal monies, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid by the Chargor to the Security Agent on demand.
- (c) None of the provisions of this Deed shall be deemed to impose on the Secured Parties or imply on their part any obligation or other liability in relation to the Charged Assets.

### **12.5 Tacking**

Each Secured Party must perform its obligations under the Senior Facility Agreement and the Mezzanine Facility Agreement (including any obligation to make further advances).

### **12.6 New Accounts**

On receiving notice that the whole or any part of the Charged Assets has been encumbered by any Security (other than the Security created pursuant to this Deed) or disposed of:

- (a) a Secured Party may close the Chargor's then subsisting account and open a new account with the Chargor, and (unless the relevant Secured Party gives the Chargor written notice otherwise) shall be deemed to have done so;

- (b) all payments made to the relevant Secured Party after that date will be credited (or be treated as having been credited) to the new account; and
- (c) no money credited or treated as credited to the new account shall reduce the Secured Liabilities.

#### **12.7 Consolidation**

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

#### **12.8 Rights of third parties**

- (a) Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- (b) The parties may rescind or vary this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

#### **12.9 Partial invalidity**

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

#### **12.10 Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any right or remedies provided by law.

#### **12.11 Chargor's obligations**

Neither the Security created under this Deed nor the obligations of the Chargor under this Deed will be affected by any act, omission, matter or thing which, but for this Clause 12.11 (*Chargor's obligations*), would reduce, release or prejudice that Security or any of its obligations under this Deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Debtor or other person;
- (b) the release of any Debtor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of any Debtor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;

- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Debtor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and whether or not more onerous), or replacement, assignment, avoidance or termination of any Debt Document or any other document or Security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Debt Document or other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Debt Document or any other document or Security; or
- (g) any insolvency or similar proceedings.

#### 12.12 **Chargor intent**

Without prejudice to the generality of Clause 12.11 (*Chargor's obligations*), the Chargor expressly confirms that it intends that the Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Debt Documents and/or any facility or amount made available under any of the Debt Documents for the purposes of or in connection with any of the following:

- (a) business acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and/or
- (i) any fees, costs and/or expenses associated with any of the foregoing.

#### 12.13 **Appropriations**

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

- (a) refrain from applying or enforcing any other monies, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from the Chargor or on account of the Chargor's liability under this Deed.

#### 12.14 Deferral of Chargor's rights

- (a) Until the Secured Liabilities have been irrevocably paid in full and unless the Security Agent otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under the Debt Documents or by reason of any amount being payable, or liability arising, under this Deed:
  - (i) to be indemnified by any Debtor;
  - (ii) to claim any contribution from any other guarantor of any Debtor's obligations under the 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 Debt Documents or of any other guarantee or security taken pursuant to, or in connection with, the 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 the Chargor has given a guarantee, undertaking or indemnity 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) The Chargor warrants to the Security Agent that it has not taken or received, and shall not take, exercise or receive the benefit of any rights from or against any Debtor, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, the Chargor under this Deed.
- (c) If the Chargor receives any benefit, payment or distribution in relation to any rights referred to in Clause 12.14(a) it shall hold that benefit, payment or distribution to the extent necessary on trust for the Security Agent to enable all amounts which may be or become payable to the Secured Parties by the Debtors under or in connection with the Debt Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 8 (*Application of receipts*).

#### 12.15 Liability not discharged

The Chargor's liability in respect of any of the Secured Liabilities and the security created by this Deed shall not be discharged, prejudiced or otherwise adversely affected by:

- (a) any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;
- (b) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Security Agent may now or after the date of this deed have from or against any Debtor or any other person in connection with the Secured Liabilities;

- (c) any act or omission by the Security Agent or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against any Debtor or any other person;
- (d) any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Liabilities;
- (e) any grant of time, indulgence, waiver or concession to any Debtor or any other person;
- (f) any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of any Debtor or any other person;
- (g) any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, any Debtor or any other person in connection with the Secured Liabilities;
- (h) any claim or enforcement of payment from any Debtor or any other person; or
- (i) any other act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor or anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Chargor or otherwise reduce or extinguish its liability under this Deed.

#### **12.16 Immediate Recourse**

The Chargor waives any right it may have to require the Security Agent:

- (a) to take any action or obtain judgment in any court against any Debtor or any other person;
- (b) to make or file any claim in a bankruptcy, liquidation, administration or insolvency of any Debtor or any other person; or
- (c) to make demand, enforce or seek to enforce any claim, right or remedy against any Debtor or any other person,

before taking steps to enforce any of its rights or remedies under this Deed.

#### **13. COUNTERPARTS**

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

#### **14. LAW AND JURISDICTION**

##### **14.1 Governing Law**

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

**14.2 Jurisdiction of English courts**

- (a) The courts of England have exclusive jurisdiction to settle any dispute, including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with this Deed (a "**Dispute**").
- (b) The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This Clause 14.2 (*Jurisdiction of English courts*) is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

**THIS DEED HAS BEEN EXECUTED AS A DEED AND DELIVERED ON THE DATE STATED AT THE BEGINNING OF THIS DEED.**

**SCHEDULE**

**Security Agent's and Receiver's powers**

**1. CONDUCT OF BUSINESS**

**(a) Compromise claims**

To compromise any claim relating to the Charged Assets.

**(b) Borrowing and advancing**

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

**(c) Employees**

To employ solicitors, stockbrokers and others.

**2. DEALING WITH THE CHARGOR'S ASSETS**

**(a) Possession**

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

**(b) Payments**

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

**(c) Receipts**

To give receipts and releases for any sums received.

**(d) Assumption of rights**

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

**(e) Insurance**

To effect insurances on such terms as it thinks fit.

**3. DISPOSALS**

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

(a) for immediate or deferred consideration;

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

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

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

15. **GENERAL**

(a) **General powers**

To do or abstain from doing all such things as it considers necessary or desirable for perfecting, maintaining preserving or enhancing the value of any of the Charged Assets or for or in connection with the enforcement of the security charges created by this Deed or the realisation of any of the Charged Assets, whether or not in accordance with the Senior Facility Agreement and the Mezzanine Facility Agreement, including:

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

(b) **General**

All its powers and discretions under this Deed shall be:

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



EXECUTION PAGE

**Chargor**

EXECUTED AS A DEED by )  
LR BAKER ST SENIOR HOLDCO LIMITED )  
acting by )

Director

In the presence of:

Witness's signature:

Name:

LEONARD SEBASTIAN

Address:

8<sup>th</sup> Floor, South Wing  
55 Baker Street,  
London W1U 8EW  
Tel: (0)20 7563 9000

**Address for notices:**

Address: Quadrant House, Floor 6, 4 Thomas More Square, London E1W

Email Address: [LSebastian@lrp.co.uk](mailto:LSebastian@lrp.co.uk)

Att: Leonard Sebastian

**Security Agent**

**CBRE LOAN SERVICES LIMITED**

By

By

**Address for notices:**

Address: Henrietta House, Henrietta Place, London W1G 0NB

Email Address: [piotr.tokarski@cbre.com](mailto:piotr.tokarski@cbre.com) / [chris.morgan3@cbre.com](mailto:chris.morgan3@cbre.com)

Attn: Piotr Tokarski and Chris Morgan

**EXECUTION PAGE**

**Chargor**

**EXECUTED AS A DEED** by )  
**LR BAKER ST SENIOR HOLDCO LIMITED** )  
acting by )

Director

In the presence of:

Witness's signature:

Name:

Address:

**Address for notices:**

Address: Quadrant House, Floor 6, 4 Thomas More Square, London E1W

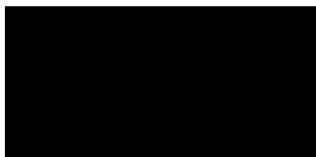
Email Address: [LSebastian@lrp.co.uk](mailto:LSebastian@lrp.co.uk)

Att: Leonard Sebastian

**Security Agent**

**CBRE LOAN SERVICES LIMITED**

By



**STEVEN AMBRIDGE**  
Authorised Signatory

By



**STEVEN HARLE**  
Authorised Signatory

**Address for notices:**

Address: Henrietta House, Henrietta Place, London W1G 0NB

Email Address: [piotr.tokarski@cbre.com](mailto:piotr.tokarski@cbre.com) / [chris.morgan3@cbre.com](mailto:chris.morgan3@cbre.com)

Attn: Piotr Tokarski and Chris Morgan