



Registration of a Charge

Company name: **LONDON AND REGIONAL GROUP PROPERTY HOLDINGS LTD**
Company number: **11393433**



X90HT303

Received for Electronic Filing: **09/03/2020**

Details of Charge

Date of creation: **24/02/2020**
Charge code: **1139 3433 0011**
Persons entitled: **CITIBANK, N.A., LONDON BRANCH**
Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

ANDREW GEORGE EVANS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11393433

Charge code: 1139 3433 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th February 2020 and created by LONDON AND REGIONAL GROUP PROPERTY HOLDINGS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th March 2020 .

Given at Companies House, Cardiff on 10th March 2020

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

Collateral Agreement

(for corporations, trusts, partnerships and other organisations)

The undersigned (the "**Chargor**") hereby agrees to be bound by the terms and conditions of the Collateral Agreement constituted by the Banking & Investment Services Terms of Citibank, N.A., London Branch ("**Citibank**") (including, but without limitation, the Credit Services section thereof) (as amended from time to time) (the "**BIST**"), which forms part of and is incorporated into this Agreement. Terms defined in the BIST have, unless expressly defined in this Agreement, the same meanings when used in this Agreement. References in this Agreement to sections or sub-sections refer to sections or sub-sections of the BIST unless otherwise specified.

The Chagor understands that in the case of a corporation it may be necessary to deliver this Agreement and the BIST to the UK Registrar of Companies pursuant to the UK Companies Act 2006 (as amended or re-enacted from time to time) and any equivalent Registrar of Companies in the Chagor's jurisdiction of incorporation and the Chagor agrees that this Agreement and the BIST may be sent to such Registrars of Companies so that the relevant particulars may be entered in the Register of Charges of the Chagor, which is open to public inspection, and the Chagor hereby waives any rights which it may at any time have against Citibank in respect of any duty of confidentiality owed to the Chagor by Citibank with respect to any confidential information contained in this Agreement and/or the BIST which is so disclosed.

By entering into this Collateral Agreement you give us with full title guarantee as continuing security:

- (a) a first fixed charge over all of the Assets to the extent that any of the Assets constitute "financial collateral" as defined in and for the purposes of the Collateral Regulations ("**Financial Collateral Assets**");
- (b) a first fixed charge over all of the Assets (other than Financial Collateral Assets);
- (c) an assignment of all your rights ("**Rights**") relating to the Securities which you may have now or in the future against any other Citi Organisation or any third party, including, without limitation, any right to delivery of a security of the appropriate description which arises in connection with (i) any Securities being transferred to a clearance system or financial intermediary or (ii) any interest in or to any Securities being acquired while such Securities are in a clearance system or held through a financial intermediary; and
- (d) (to the extent that they are not effectively charged by way of fixed charge under (a) and (b) above or assigned under (c) above) a first floating charge over the Assets and Rights

for the payment and the discharge of all of the Debts owed to us or to any other Citi Organisation. You agree to execute and deliver to us on demand all documents and make any payments as we may require, and do anything we consider necessary or expedient in this connection. Where any of the Securities or any other Asset is held by any clearance system or under the laws of another jurisdiction, you agree that we may register this security interest in any register held in any country where the security interest is to be made effective or the Securities or the Asset is/are held. You will on our demand take whatever action may be necessary, including executing such documentation as required by the clearance system or laws of the country concerned, to establish a legal mortgage, equitable mortgage, charge, pledge or lien or whatever other charge or security arrangement is required under the relevant laws, in order to perfect the first priority security interest created pursuant to this Collateral Agreement.

This Collateral Agreement is without prejudice to any existing Collateral Agreement or other security interest you have granted to us.

If we take physical possession of any Asset, this will operate as a pledge over such Asset, and not simply as our holding of such Asset on your behalf in safekeeping as your agent or custodian.

Private Bank



IN WITNESS WHEREOF THIS COLLATERAL AGREEMENT IS SIGNED OR EXECUTED AND DELIVERED AS A DEED BY OR ON BEHALF OF:

London and Regional Group Property Holdings Ltd being (where the Chargor is not an individual) a corporation, trust,
(insert Chargor name)

partnership or other organisation existing under the laws of: United Kingdom
(insert country of incorporation, establishment or organisation)

ON 24/2/2020
(insert date)

BY

1
X
Signature

Leonard Sebastian
Print full name

Director
Title (director, secretary, partner or other officer)

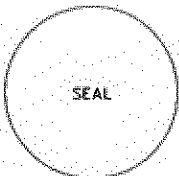
3
X
Signature

Print full name

Title (director, secretary, partner or other officer)

Seal of the Organisation

If the organisation has a seal or stamp, please affix here:



2
X
Signature

Print full name

Title (director, secretary, partner or other officer)

4
X
Signature

Print full name

Title (director, secretary, partner or other officer)

THIS DEED WAS SIGNED IN THE PRESENCE OF:

(Not required for companies when a seal has been affixed in the presence of two officers signing above)

Signature: [Redacted]

Name of Witness: Sophie O'Farrell

A
[Redacted]

Citibank, N.A., London Branch (registered branch number BR001018), Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB, is authorised and regulated by the Office of the Comptroller of the Currency (USA) and authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. The contact number for Citibank, N.A., London Branch is +44 (0)20 7508 8000.

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