

$$137592/23$$


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A fee is be payable with this form
Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument

X What this form is NOT for
You may not use this form to register a charge where there is instrument Use form LL MR08

This form must be delivered to the Registrar for registration within 21 days beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied court order extending the time for delivery.

 You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**



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ID5 30/11/2016 #127

COMPANIES HOUSE

1.5KBRWOR

LD4 22/11/2016 #4

COMPANIES HOUSE

1 LLP details

LLP number	O	C	4	0	1	0	8	0
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LLP name in full	Claygate Residential (General Partner) LLP (acting for Claygate Residential Limited Partnership)
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0003 For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless specified or indicated by *

2	Charge creation date
---	----------------------

Charge creation date ☒

d	d	m	m	y	y	y	y
1	5	1	1	2	0	1	6

3	Names of persons, security agents or trustees entitled to the charge
---	--

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name Wells Fargo Bank, N A , London Branch /

Name _____

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

✓ The Real Property specified in the instrument including Cores 3, Phase 3, Rathbone Market, Canning Town, London E16 For more details please refer to the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

✓ ☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

✓ ☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the LLP?

✓ ☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the LLP from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

✓ ☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the LLP named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form LL MR06)

9

Signature

Please sign the form here

Signature

Signature

✓ X

Linklaters LLP

X

This form must be signed by a person with an interest in the charge

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name James Bevan

LLP name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 London/City

Telephone 020 7456 2000



Certificate

We will send your certificate to the presenter's address if given above or to the LLP's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The LLP name and number match the information held on the public Register
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For LLPs registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs registered in Scotland

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For LLPs registered in Northern Ireland

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC401080

Charge code: OC40 1080 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th November 2016 and created by CLAYGATE RESIDENTIAL (GENERAL PARTNER) LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 30th November 2016

HC.

Given at Companies House, Cardiff on 6th December 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Certified that, Save for material redacted pursuant to Section 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

EXECUTION VERSION

Linklaters LLP
Linklaters LLP

22-11-16

SECURITY AGREEMENT

dated 15 November 2016

created by

THE ENTITIES NAMED IN SCHEDULE 1
as the Chargors

in favour of

WELLS FARGO BANK N A LONDON BRANCH
acting as Security Agent

Linklaters

Ref L-252219

Linklaters LLP

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THIS DEED is dated 15 November 2016 and made between

- (1) THE ENTITIES listed in Schedule 1 as chargors (the "**Chargors**"), and
- (2) WELLS FARGO BANK, N A , LONDON BRANCH as security agent for the Secured Parties (the "**Security Agent**")

Background

- (A) The board of directors or the members (as applicable) of each Chargor are satisfied that entering into this Deed would be most likely to promote the success of that Chargor for the benefit of its members as a whole and to the further benefit and advantage of that Chargor
- (B) The Security Agent and each Chargor intend this document to take effect as a deed (even though the Security Agent only executes it under hand)
- (C) The Security Agent holds the benefit of this Deed for the Secured Parties on the terms of the Finance Documents

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed

"**Acquisition**" means the acquisition by the Borrower of the Property pursuant to the Acquisition Agreement

"**Acquisition Agreement**" means the sale and purchase agreement dated 21 December 2015 and made between the Vendor, the Nominee and the Borrower

"**Administrator**" means an administrator appointed under Schedule B1 to the Insolvency Act

"**Assigned Agreements**" means, in relation to a Chargor, all its right, title and interest from time to time and in and to any agreement for the sale of any Security Assets, any Hedging Agreement and any agreement appointing an Advisor or Operator

"**Bank Accounts**" means, in relation to a Chargor, all its right, title and interest from time to time in and to all current, deposit or other accounts with any bank or financial institution including the Accounts, all balances from time to time standing to the credit of or accrued or accruing on those accounts and all Related Rights

"**Delegate**" means a delegate or sub-delegate appointed by the Security Agent or a Receiver in accordance with this Deed

"**Facility Agreement**" means the facility agreement dated 7 November 2016 between, among others, Claygate Residential Limited Partnership as borrower and the Security Agent

"**Fixtures**" means fixtures, fittings and fixed plant, machinery and apparatus

"**Insolvency Act**" means the Insolvency Act 1986

"**Intellectual Property**" means, in relation to a Chargor, all its right, title and interest from time to time in and to

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets,

and all Related Rights (in each case including any related licences and sub-licences of the same granted by it or to it)

"Investments" means, in relation to a Chargor, all its right, title and interest from time to time in and to

- (a) shares, stocks, debentures, units, bonds, notes, commercial paper, certificates of deposit, depository interests, partnership interests, securities and other investments,
- (b) warrants, options and other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) any other securities or investments deriving from Investments or any rights attaching or relating to securities or investments,

including any rights against any custodian, nominee, clearing system or other similar person holding any such right, title or interest on its behalf, and all dividends and other Related Rights

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

"Limited Partnership" means Claygate Residential Limited Partnership (acting by its general partner, Claygate Residential (General Partner) LLP), with registered number LP016803 whose principal place of business is at One Curzon Street, London, W1J 5HD

"LP Partner's Interest" means any existing or future interest of a Chargor in and to the Limited Partnership, its capital and assets and any right of a Chargor to purchase or otherwise acquire any additional interest in the Limited Partnership, including any interest in the joint estate of the Limited Partnership

"LP Related Rights" means

- (a) in relation to the Partnership Agreement and any LP Partner's Interests, all distributions of profits or capital or of whatsoever nature paid or payable after the date of this Deed,
- (b) in respect of the Partnership Agreement or all or any of a LP Partner's Interest and any rights, money or property accruing or offered at any time in any manner in respect of the Partnership Agreement and any LP Partner's Interests or in substitution or exchange for the Partnership Agreement or all or any of a LP Partner's Interests and rights, shares, warrants, benefits, money, property or other assets accruing or offered at any time in relation to any LP Partner's Interest by way of redemption, bonus, repayment of capital, dividend, preference, purchase, conversion, option, substitution, exchange or otherwise in respect of the Partnership Agreement and the LP Partner's Interest, and
- (c) any other rights, assets, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees, and indemnities attaching to, deriving from or

exercisable by virtue of the ownership of, the LP Partner's Interests including all rights and remedies for enforcing any LP Partner's Interests

"Party" means a party to this Deed

"Plant and Machinery" means, in relation to a Chargor, all its right, title and interest from time to time in and to all plant and machinery and all Related Rights

"Quasi-Security" means an arrangement or transaction under which any Obligor will

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor,
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

"Real Property" means, in relation to a Chargor, all its right, title and interest from time to time in and to any freehold or leasehold property in England and Wales and other real property anywhere in the world, all Fixtures from time to time on that property, and all Related Rights

"Receivables" means, in relation to a Chargor, all its right, title and interest from time to time in and to all book and other debts of any nature, all other rights to receive money (excluding Bank Accounts), and all Related Rights

"Receiver" means a receiver and manager or other receiver appointed in respect of all or any part of the Security Assets and shall, if allowed by law, include an administrative receiver

"Related Rights" means, in relation to a Security Asset

- (a) any proceeds of sale, transfer or other disposal, lease, licence, sub-licence, or agreement for sale, transfer or other disposal, lease, licence or sub-licence, of that Security Asset,
- (b) any moneys or proceeds paid or payable deriving from that Security Asset,
- (c) any rights, claims, guarantees, indemnities, Security or covenants for title in relation to that Security Asset,
- (d) any awards or judgments in favour of a Chargor in relation to that Security Asset, and
- (e) any other assets deriving from, or relating to, that Security Asset

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

"Secured Party" means a Finance Party, a Hedge Counterparty, a Receiver or any Delegate

"Security Assets" means the assets which from time to time are, or expressed to be, the subject of the Security Interests or any part of those assets

"Security Interests" means all or any of the Security created or expressed to be created in favour of the Security Agent by or pursuant to this Deed

"Vendor" means English Cities Fund acting through its general partner EFC (General Partner) Limited

1 2 Incorporation of defined terms

Unless a contrary indication appears, terms defined in the Facility Agreement have the same meaning in this Deed

1 3 Construction

- (a) Any reference in this Deed to a **"Finance Document"**, **"Hedging Agreement"** or any other agreement or instrument is a reference to that Finance Document, Hedging Agreement or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document, Hedging Agreement or other agreement or instrument
- (b) The provisions in clause 1 2 (*Construction*) of the Facility Agreement apply to this Deed, except that references to the Facility Agreement shall be construed as references to this Deed

1 4 Third Party Rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the **"Third Parties Act"**) to enforce or to enjoy the benefit of any term of this Deed
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time

1 5 Disposition

The terms of the other Finance Documents, Hedging Agreements and of any other agreement or instrument between the Parties are incorporated into each Finance Document and Hedging Agreement to the extent required for any disposition or purported disposition of all or any part of any Real Property or any other relevant Security Asset contained in any Finance Document or Hedging Agreement to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

2 SECURITY INTERESTS

2 1 Creation of Security Interests

- (a) Each Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, charges in favour of the Security Agent
 - (i) by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 3 (*Real Property*)) owned by it on the date of this Deed,

- (ii) by way of first fixed equitable charge, all other Real Property owned by it on the date of this Deed, all Real Property acquired by it after the date of this Deed and, to the extent not validly and effectively mortgaged under sub-paragraph (i) above, all Real Property in England and Wales owned by it on the date of this Deed,
 - (iii) by way of first fixed charge, all its Bank Accounts to the extent not validly and effectively assigned under paragraph (b) below,
 - (iv) by way of first fixed charge, all its Receivables to the extent not validly and effectively assigned under paragraph (b) below,
 - (v) by way of first fixed charge, all its Investments,
 - (vi) by way of first fixed charge, all LP Partner's Interests owned by it,
 - (vii) by way of first fixed charge, all of its rights, title and interest in and to
 - (i) the Partnership Agreement, and
 - (ii) any and all LP Related Rights,
 - (viii) by way of first fixed charge, all its right, title and interest from time to time in and to its uncalled capital and goodwill,
 - (ix) by way of first fixed charge, all its Intellectual Property,
 - (x) by way of first fixed charge, all its Plant and Machinery (except that validly and effectively mortgaged or charged under sub-paragraph (i) or sub-paragraph (ii) above),
 - (xi) by way of first fixed charge, all its Insurances, to the extent not validly and effectively assigned under paragraph (b) below,
 - (xii) by way of first fixed charge, all its Lease Documents and all Income, to the extent not validly and effectively assigned under paragraph (b) below,
 - (xiii) by way of first fixed charge, all its Assigned Agreements, to the extent not validly and effectively assigned under paragraph (b) below are,
 - (xiv) by way of first fixed charge, all its right, title and interest from time to time and in and to the Acquisition Agreement,
 - (xv) by way of first fixed charge, all its right, title and interest from time to time and in and to the Development Documents,
 - (xvi) by way of first fixed charge, all its right, title and interest from time to time and in and to the Headleases, and
 - (xvii) by way of first floating charge, all its undertaking and all its assets, both present and future (including assets expressed to be mortgaged, charged or assigned under this Clause 2 1
- (b) Each Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, assigns to the Security Agent by way of security (subject to re-assignment pursuant to Clause 19 1 (*Final redemption*))

- (i) all its Bank Accounts,
- (ii) all its Receivables,
- (iii) all its Insurances,
- (iv) all its Lease Documents and all Income, and
- (v) all its Assigned Agreements

2 2 Miscellaneous

A reference in this Deed to a charge of any freehold or leasehold property includes

- (a) all buildings and Fixtures on that property,
- (b) the proceeds of sale of any part of that property, and
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property or any moneys paid or payable in respect of those covenants

2 3 Ranking

The floating charge created by each Chargor under Clause 2 1 (*Creation of Security Interests*) ranks

- (a) behind all the mortgages, fixed charges and assignments created by that Chargor, but
- (b) in priority to any other Security over the Security Assets of that Chargor except for Security ranking in priority in accordance with paragraph (g) of Schedule 2 (*Rights of Receivers*)

2 4 Conversion by notice

The Security Agent may convert the floating charge over all or any of the Security Assets into a fixed charge by notice to the relevant Chargor specifying the relevant Security Assets

- (a) if it considers that any of the Security Assets are in danger of being seized, attached, charged, taken possession of or sold under any form of legal process, and/or
- (b) while an Event of Default is continuing

2 5 Automatic conversion

If

- (a) any Chargor takes any step to create any Security or Quasi-Security in breach of Clause 3 1 (*Negative pledge*) over any Security Asset subject to a floating charge, or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any such Security Asset,

the floating charge over the relevant Security Assets shall automatically and immediately be converted into a fixed charge

2 6 Company voluntary arrangement moratorium

Obtaining a moratorium or doing anything with a view to obtaining a moratorium pursuant to Schedule A1 of the Insolvency Act (including any preliminary decision or investigation) shall not

cause the floating charge over all or any of the Security Assets to crystallise until the date upon which it is permitted to crystallise in accordance with paragraph 13 of Schedule A1 of the Insolvency Act

2 7 Consents

- (a) Each Chargor represents and warrants to the Security Agent on the date of this Deed that each of the Insurances, Lease Documents and Assigned Agreements in which it has an interest is capable of being freely assigned by it without any further consent of the relevant counterparty
- (b) If the consent of any party to a document is required to create fixed security over, or an assignment of, the rights of a Chargor under that document
 - (i) that Chargor shall promptly notify the Security Agent,
 - (ii) until the consent of the relevant party has been obtained, this Deed shall secure all amounts which that Chargor may receive, or has received, under that document but exclude any fixed security over, or any assignment of, those rights,
 - (iii) unless the Security Agent requires otherwise, that Chargor shall use reasonable endeavours to obtain the consent of the relevant party to the creation of fixed security over or, as the case may be, an assignment of, those rights under this Deed as soon as reasonably practicable, and
 - (iv) on the date on which the consent of the relevant party is obtained, the fixed security over or, in respect of an asset expressed to be subject to an assignment, the assignment of, those rights under this Deed shall attach to those rights
- (c) Each Chargor consents to the Security Agent taking any action necessary to keep the Partnership Agreement in full force and effect
- (d) The Limited Partnership hereby
 - (i) consents to the charge by each other Chargor of its LP Partner's Interest contained in this Deed,
 - (ii) shall be deemed to have consented to each charge of its LP Partner's Interest granted by any partner of the Limited Partnership in any Security Document to be entered into after the date of this Deed, and
 - (iii) waives any right of pre-emption vested in it pursuant to the Partnership Agreement in relation to its LP Partner's Interest (or the interest in the Limited Partnership of any further or future partner of the Limited Partnership) transferred or otherwise sold pursuant to the enforcement of any Security Document

3 RESTRICTIONS ON DEALING WITH SECURITY ASSETS

3 1 Negative pledge

No Chargor shall create or permit to subsist any Security or Quasi-Security over any of its assets, (including, without limitation, in the case of the General Partner, its interest as general partner in the Borrower), except as permitted by the Facility Agreement

3 2 Disposals

No Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of all or any part of a Property or any other asset (including, without limitation, in the case of the General Partner, its interest as general partner in the Borrower), except as permitted by the Facility Agreement

4 FURTHER ASSURANCE

- (a) Each Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))
- (i) to perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Security Interests) or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Finance Documents or by law, or
 - (ii) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed, and/or
 - (iii) to facilitate the protection, maintenance and realisation of the assets which are, or are intended to be, the subject of the Security Interests

5 REAL PROPERTY

5 1 Present Real Property

Each Chargor shall, in respect of all Real Property in England and Wales owned by it on the date of this Deed

- (a) promptly apply to the Land Registry for first registration of that Real Property (where that Real Property is capable of being registered at the Land Registry and is not already so registered) and for registration of it as proprietor of that Real Property,
- (b) promptly apply to the Land Registry to register the Security created by paragraph (a)(i) and paragraph (a)(ii) of Clause 2 1 (*Creation of Security Interests*),
- (c) promptly apply to the Land Registry requesting
 - (i) a restriction in the form specified by the Security Agent, and
 - (ii) the obligation to make further advances,to be entered on the register of the title to that Real Property in respect of the Security created by paragraphs (a)(i) and (a)(ii) of Clause 2 1 (*Creation of Security Interests*),
- (d) promptly pay all applicable registration fees,

- (e) promptly deal with any requisitions by the Land Registry relating to that Real Property and keep the Security Agent informed as to the progress of any such application for registration, the nature of any such requisitions and its response,

or, if the Security Agent gives reasonable notice to that Chargor that the Security Agent will submit the relevant forms to the Land Registry, that Chargor shall promptly provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all applicable registration fees

5 2 Future Real Property

If any Chargor acquires any Real Property in England and Wales after the date of this Deed, that Chargor shall

- (a) promptly apply to the Land Registry for first registration of that Real Property (where that Real Property is capable of being registered at the Land Registry and is not already so registered) and for registration of it as proprietor of that Real Property,
- (b) promptly upon request by the Security Agent execute and deliver to the Security Agent a legal mortgage of that Real Property as security for the payment of all Secured Liabilities,
- (c) promptly apply to the Land Registry to register the Security created by paragraph (a)(ii) of Clause 2 1 (*Creation of Security Interests*) and any legal mortgage created pursuant to paragraph (b) above,
- (d) promptly apply to the Land Registry requesting
 - (i) a restriction in the form specified by the Security Agent, and
 - (ii) the obligation to make further advances,to be entered on the register of the title to that Real Property in respect of the Security created by paragraph (a)(ii) of Clause 2 1 (*Creation of Security Interests*) and any legal mortgage created pursuant to paragraph (b) above,
- (e) promptly pay all applicable registration fees,
- (f) promptly deal with any requisitions by the Land Registry relating to that Real Property and keep the Security Agent informed as to the progress of any such application for registration, the nature of any such requisitions and its response,

or, if the Security Agent gives notice to that Chargor that the Security Agent will submit the relevant forms to the Land Registry, that Chargor shall promptly provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all applicable registration fees

6 DOCUMENTS

6 1 Real Property and Future Real Property

- (a) On completion of the registration of any Security Interest pursuant to this Clause 6, the relevant Chargor shall promptly supply to the Security Agent a certified copy of the relevant Title Information Document issued by the Land Registry or, as the case may be, Certificate of Registration of Land Charge issued by the Land Charges Registry

- (b) Each Chargor shall upon request by the Security Agent, promptly deposit with the Security Agent, and the Security Agent shall be entitled to hold, all title deeds and documents relating to that Chargor's present and future Real Property
- (c) All title deeds and documents relating to each Chargor's present and future Real Property will be held to the irrevocable order of the Security Agent by an acceptable representative of the Chargors

6.2 Investments and LP Partner's Interests

- (a) Each Chargor shall on the date of this Deed and, where Investments or LP Partner's Interests are acquired by it after the date of this Deed, on the date of that acquisition, deliver to the Security Agent, or as it directs, and the Security Agent shall be entitled to hold
 - (i) all certificates and other documents of title or evidence of ownership in relation to its Shares and/or Investments and a certified copy of the original Partnership Agreement and all other deeds or documents relating thereto as the Security Agent may require, and
 - (ii) transfers of the Investments, each executed in blank, and other documents relating to the Investments reasonably required by the Security Agent
- (b) Each Chargor shall promptly notify the Security Agent of
 - (i) its acquisition of, or agreement to acquire, any Investment or LP Partner's Interest,
 - (ii) the declaration, payment, receipt, offer or issue of any Related Right or LP Related Right in respect of any Investment or LP Partner's Interest excluding any cash dividend
- (c) Each Chargor shall
 - (i) promptly deliver to the Security Agent, or as it directs, and the Security Agent shall be entitled to hold, all certificates and other documents of title or evidence of ownership in relation to its Investments, and
 - (ii) promptly deliver to the Security Agent, or as it directs, and the Security Agent shall be entitled to hold, transfers of the Investments, each executed in blank, and other documents relating to the Investments reasonably required by the Security Agent

6.3 Assigned Agreements

Each Chargor shall, if requested, promptly deliver to the Security Agent, and the Security Agent shall be entitled to hold, executed originals of each Assigned Agreement to which it is a party

6.4 General

Each Chargor shall, on request from the Security Agent, as soon as reasonably practicable, deliver to the Security Agent, and the Security Agent shall be entitled to hold, such documents relating to that Chargor's

- (a) Bank Accounts (including any notice to the relevant bank or financial institution where such Bank Accounts are held),
- (b) Receivables,
- (c) Intellectual Property,
- (d) Assigned Agreements, and
- (e) Insurances,

as the Security Agent reasonably requires

7 NOTICE OF ASSIGNMENT

7.1 Notice of assignment

Each Chargor shall on an Event of Default give notice of the charge in paragraph (a)(xii) of Clause 2.1 (*Creation of Security Interests*) substantially in the form set out in Schedule 4 (*Form of Notice of Assignment to Occupational Tenants*) (or in such other form as is acceptable to the Security Agent) and shall use reasonable endeavours to ensure that each recipient of a notice promptly signs and returns the relevant form of acknowledgment

7.2 Bank Accounts

Each Chargor shall on the date of this Deed and, where an Account is opened after the date of this Deed, promptly following the opening of that Account, give notice of the assignments in paragraph (b)(i) of Clause 2.1 (*Creation of Security Interests*) substantially in the form set out in Schedule 5 (*Form of Notice of Assignment of Bank Accounts (other than general account)*) for each Account other than the General Account or Schedule 6 (*Form of Notice of Assignment of General Accounts*) for the General Account (or in such other form as is acceptable to the Security Agent) and shall ensure that each recipient of any notice promptly signs and returns the relevant form of acknowledgement

7.3 Assigned Agreement

- (a) Each Chargor shall on the date of this Deed and, where an Assigned Agreement is entered into after the date of this Deed, promptly following entry into of that Assigned Agreement, give notice of the assignment in paragraph (b)(v) of Clause 2.1 (*Creation of Security Interests*) substantially in the form set out in Schedule 8 (*Form of Notice of Assignment of Assigned Agreements*), or in the case of a Hedging Agreement where Wells Fargo Securities International Limited is the Hedge Counterparty substantially in the form set out in Schedule 9 (*Form of Notice of Assignment of Hedging Agreements*) (or in such other form as is acceptable to the Security Agent) and shall
 - (i) where the counterparty to such Assigned Agreement is a Transaction Obligor or an Affiliate of a Transaction Obligor, ensure that each recipient of any such notice signs and returns the relevant form of acknowledgement, and
 - (ii) where the counterparty to such Assigned Agreement is a party which is not a Transaction Obligor nor an Affiliate of a Transaction Obligor, use reasonable endeavours to ensure that each recipient of any such notice promptly signs and returns the relevant form of acknowledgement

- (b) Each Chargor shall remain liable to perform all its obligations under each Assigned Agreement to which it is a party. Neither the Security Agent, any Receiver nor any Delegate shall be under any obligation or liability to a Chargor or any other person under or in respect of any Assigned Agreement.

7.4 Receivables

Each Chargor shall promptly collect all Receivables and shall hold the proceeds of collection on trust for the Secured Parties, subject to their application in accordance with the Finance Documents.

7.5 Restrictions on dealing with Receivables

No Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, factor, transfer, discount or otherwise dispose of all or any part of any of its Receivables, except as permitted by the Facility Agreement.

7.6 Insurances

Each Chargor shall on the date of this Deed and, where Insurances are provided after the date of this Deed, promptly following the provisions of those Insurances, give notice of the assignment in paragraph (b)(ii) of Clause 2.1 (*Creation of Security Interests*) substantially in the form set out in Schedule 7 (*Form of Notice of Assignment of Insurances*) (or in such other form as is acceptable to the Security Agent) and shall use reasonable endeavours to ensure that each recipient of any such notice promptly signs and returns the relevant form of acknowledgement.

8 SHARES

8.1 Voting before enforcement

At any time prior to the occurrence of an Event of Default which is continuing each Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment or LP Partner's Interest provided that

- (a) it does so for a purpose not inconsistent with any Finance Document or Hedging Agreement,
- (b) the exercise of or, as the case may be, the failure to exercise those rights would not vary the rights attaching to the LP Partner's Interests,
- (c) the exercise of or, as the case may be, the failure to exercise those rights would not relate to receiving any LP Related Rights other than in cash or concerns merger, consolidation, allotment of a partnership share or shares, a change to the Partnership Agreement, any transfer of ownership (legal or beneficial), liquidation, striking off, insolvency or matters which would otherwise be prohibited by any Finance Document or Hedging Agreement, and
- (d) the exercise of or, as the case may be, the failure to exercise those rights would not have an adverse effect on the value of the relevant Investments or the Security Assets or the ability of the Security Agent to realise the Security Interests and would not otherwise prejudice the interests of any Secured Party under any Finance Document or Hedging Agreement.

8 2 Voting after enforcement

At any time while an Event of Default is continuing and the Security Agent has given notice to the relevant Chargor that it intends to exercise its rights under this Clause 8 2

- (a) the Security Agent or the Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment or any LP Partner's Interest, the Partnership Agreement or LP Related Rights, and
- (b) each Chargor shall comply or procure the compliance with any directions of the Security Agent or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Agent or the Receiver such forms of proxy as it requires with a view to enabling such person as it selects to exercise those rights

8 3 Cash dividends before enforcement

At any time prior to the occurrence of an Event of Default which is continuing each Chargor shall be entitled to retain any cash dividend deriving from the Investments or LP Interests

8 4 Cash dividends after enforcement

At any time while an Event of Default is continuing each Chargor shall hold any cash dividend or interest deriving from the Shares or LP Interests received by it (whilst the Event of Default is continuing) on trust for the Secured Parties and transfer or pay the same immediately to the Security Agent or as it may direct

8 5 Investments held by nominees of Chargors

If any Investment or LP Interest is held in the name of a nominee of a Chargor, that Chargor shall promptly upon request by the Security Agent deliver to it an irrevocable power of attorney, expressed to be given by way of security and executed as a deed by that nominee That power of attorney shall appoint the Security Agent, each Receiver and each Delegate, as the attorney of the holder and shall be in such form as the Security Agent requires

8 6 Communications

Each Chargor shall promptly upon reasonable request by the Security Agent deliver to it a copy of each circular, notice, report, set of accounts or other document received by it or its nominee relating to any of its Investments or LP Partner's Interests

9 INTELLECTUAL PROPERTY

9 1 Maintenance

Each Chargor shall

- (a) preserve and maintain the subsistence and validity of the Intellectual Property necessary for its business from time to time,
- (b) use reasonable endeavours to prevent any infringement in any material respect of its Intellectual Property including, where required by the Security Agent (acting reasonably), commencing and diligently undertaking the prosecution of infringement actions or oppositions,

- (c) if requested by the Security Agent, execute all such documents and do all acts that the Security Agent reasonably requires to record the interest of the Security Agent in any registers relating to its Intellectual Property,
- (d) not use or permit its Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of its Intellectual Property or imperil the right of any member of the Group to use such property,
- (e) not discontinue the use of its Intellectual Property,
- (f) take all steps to record this Deed and restrictions on disposal under this Deed on such registers, in such jurisdictions and within such time limits as the Security Agent requires in order to perfect the Security Interests over its Intellectual Property, and
- (g) perform and comply with all laws and obligations to which it is subject as registered proprietor, beneficial owner, user, licensor or licensee of any Intellectual Property held by it

9.2 Grant

No Chargor shall grant any exclusive registered user agreement or exclusive licence in relation to any of its present or future Intellectual Property to any person other than another Chargor

10 REPRESENTATIONS AND WARRANTIES

Each Chargor

- (a) makes the representations and warranties set out in clause 19 (*Representations*) of the Facility Agreement to the Security Agent on the date of this Deed, and
- (b) represents and warrants to the Security Agent that the assets listed in Schedule 3 (*Real Property*) in respect of that Chargor are all of the relevant class of assets in which it has an interest

11 ENFORCEMENT OF SECURITY INTERESTS

11.1 When enforceable

The Security Interests shall be immediately enforceable on and at any time after the occurrence of an Event of Default which is continuing

11.2 Enforcement action

At any time after the Security Interests have become enforceable, the Security Agent may in its absolute discretion enforce all or any part of the Security Interests in any manner it sees fit or as directed by the Majority Lenders

11.3 Law of Property Act powers

At any time after the Security Interests have become enforceable, the powers, authorities and discretions conferred by the Law of Property Act on mortgagees, including the power of sale and other powers conferred by section 101 (*Powers incident to estate or interest of mortgagee*) of the Law of Property Act, as varied and extended by this Deed, shall be immediately exercisable

12 LAW OF PROPERTY ACT

12 1 Section 101

The power of sale and other powers conferred by section 101 (*Powers incident to estate or interest of mortgagee*) of the Law of Property Act on mortgagees, as varied and extended by this Deed, shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on the date of this Deed and shall be exercisable in accordance with Clause 11 3 (*Law of Property Act powers*)

12 2 Section 103

Section 103 (*Regulation of exercise of power of sale*) of the Law of Property Act shall not apply to this Deed

12 3 Section 93

Section 93 (*Restriction on consolidation of mortgages*) of the Law of Property Act shall not apply to this Deed

12 4 Sections 99 and 100

At any time after the Security Interests have become enforceable, the Security Agent may make any lease or agreement for lease, accept any surrender of lease and grant any option as it sees fit and without the need to comply with any provision of section 99 (*Leasing powers of mortgagor and mortgagee in possession*) or section 100 (*Powers of mortgagor and mortgagee in possession to accept surrenders of leases*) of the Law of Property Act

13 APPOINTMENT OF RECEIVERS AND ADMINISTRATORS

13 1 Appointment of Receivers

If

- (a) requested by any Chargor, or
- (b) the Security Interests have become enforceable,

without any notice or further notice, the Security Agent may, by deed or otherwise in writing signed by the Security Agent or any person authorised for this purpose by the Security Agent, appoint one or more persons to be a Receiver of all or any part of the Security Assets. The Security Agent may similarly remove any Receiver and appoint any person instead of any Receiver. If the Security Agent appoints more than one person as Receiver, the Security Agent may give those persons power to act either jointly or severally.

13 2 Appointment of Administrators

Paragraph 14 of Schedule B1 to the Insolvency Act applies to this Deed and the Security Agent may appoint an Administrator of any Chargor pursuant to that paragraph.

13 3 Agent of Chargor

Any Receiver shall be the agent of the relevant Chargor for all purposes. That Chargor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions and defaults.

13 4 Remuneration of Receivers

The Security Agent may determine the remuneration of any Receiver and the maximum rate specified in section 109(6) (*Appointment, powers, remuneration and duties of receiver*) of the Law of Property Act shall not apply. The Security Agent may direct payment of that remuneration out of moneys it receives as Receiver. The relevant Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver.

14 RIGHTS AND LIABILITIES OF SECURITY AGENT AND RECEIVERS

14 1 Rights of Receivers

Any Receiver appointed pursuant to Clause 13 (*Appointment of Receivers and Administrators*) shall have

- (a) the rights set out in Schedule 2 (*Rights of Receivers*), and
- (b) the rights, powers, privileges and immunities conferred by law, including
 - (i) in the case of an administrative receiver, the rights, powers, privileges and immunities conferred by the Insolvency Act on administrative receivers duly appointed under the Insolvency Act, and
 - (ii) in all other cases, the rights, powers, privileges and immunities conferred by the Law of Property Act and the Insolvency Act on receivers or receivers and managers

14 2 Rights of Security Agent

At any time after the Security Interests have become enforceable, to the fullest extent permitted by law, any rights conferred by any Finance Document or by law upon a Receiver may be exercised by the Security Agent, whether or not the Security Agent shall have appointed a Receiver of all or any part of the Security Assets.

14 3 Delegation

The Security Agent may delegate in any manner to any person any rights exercisable by the Security Agent under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent thinks fit and the Security Agent may pass confidential information to any such delegate.

14 4 Financial collateral arrangement

- (a) To the extent that this Deed constitutes a "financial collateral arrangement" (as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (the "**Financial Collateral Regulations**")) the Security Agent shall have the right at any time after the Security Interests have become enforceable, to appropriate any Security Asset which constitutes "financial collateral" (as defined in the Financial Collateral Regulations ("**Financial Collateral**")) in such manner as it sees fit in or towards satisfaction of the Secured Liabilities in accordance with the Financial Collateral Regulations.
- (b) If the Security Agent is required to value any Financial Collateral for the purpose of paragraph (a) above, the value shall be
 - (i) in the case of cash, its face value at the time of appropriation, and

- (ii) in the case of financial instruments or other Financial Collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised source or such other process as the Security Agent may select, including a valuation carried out by an independent investment bank, firm of accountants or other valuers appointed by the Security Agent,

as converted, where necessary, into the currency in which the Secured Liabilities are denominated at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent. The Parties agree that the methods of valuation set out in this paragraph (b) are commercially reasonable for the purpose of the Financial Collateral Regulations

14.5 Possession

If the Security Agent, any Receiver or any Delegate takes possession of the Security Assets, it may at any time relinquish possession. Neither the Security Agent, any Receiver nor any Delegate shall be liable, by reason of viewing or repairing any of the present or future assets of any Chargor, as a mortgagee in possession.

14.6 Security Agent's Liability

Neither the Security Agent, any Receiver nor any Delegate shall, either by reason of taking possession of the Security Assets or for any other reason and whether as mortgagee in possession or otherwise, be liable for

- (a) any costs, losses, liabilities or expenses relating to the realisation of any Security Assets, or
- (b) any act or omission of the Security Agent, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Security Assets or in connection with the Finance Documents or Hedging Agreements, unless directly caused by its gross negligence or wilful misconduct.

15 ORDER OF APPLICATION

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of the Security Interests shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law, in accordance with clause 28 (*Application of Proceeds*) of the Facility Agreement.

16 POWER OF ATTORNEY

16.1 Appointment

Each Chargor by way of security irrevocably appoints the Security Agent, each Receiver and each Delegate severally to be its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit.

- (a) to do anything which that Chargor is obliged to do under any Finance Document to which it is party but has failed to do (including to do all such acts or execute all such documents, assignments, transfers, mortgages, charges, notices, instructions, filings

and registrations as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))), and

- (b) to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Security Assets or under any Finance Document or under any law

16 2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 16 1 (*Appointment*)

17 PROTECTION OF THIRD PARTIES

No purchaser or other person dealing with the Security Agent, any Receiver or its agents shall be concerned to enquire

- (a) whether the powers conferred on the Security Agent, any Receiver or its agents have arisen,
- (b) whether the powers conferred on the Security Agent, any Receiver or its agents have become exercisable,
- (c) whether any consents, regulations, restrictions or directions relating to such powers have been obtained or complied with,
- (d) whether the Security Agent, any Receiver or its agents is acting within such powers,
- (e) whether any money remains due under the Finance Documents or any Hedging Agreement and the receipt in writing of the Security Agent, any Receiver or its agents shall be sufficient discharge to that purchaser or other person,
- (f) as to the propriety or validity of acts purporting or intended to be in exercise of any such powers, or
- (g) as to the application of any money paid to the Security Agent, any Receiver or its agents

18 SAVING PROVISIONS

18 1 Continuing Security

Subject to Clause 19 (*Discharge of Security*), the Security Interests are continuing Security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part

18 2 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or Obligor 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 or otherwise, without limitation, then the liability of each Chargor and Obligor and the Security Interests will continue or be reinstated as if the discharge, release or arrangement had not occurred

18 3 Waiver of defences

Neither the obligations of each Chargor under this Deed nor the Security Interests will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any Finance Document or Hedging Agreement or any of the Security Interests (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 Chargor, Obligor or other person,
- (b) the release of any other Chargor, Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor, Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor, Obligor or any other person,
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document, Hedging Agreement or any other document or security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document, Hedging Agreement or other document or security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document, Hedging Agreement or any other document or security, or
- (g) any insolvency or similar proceedings

18 4 Chargor intent

Without prejudice to the generality of Clause 18 3 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security Interests shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents or Hedging Agreements and/or any facility or amount made available under any of the Finance Documents or Hedging Agreements for the purposes of or in connection with any of the following business acquisitions of any nature, increasing working capital, enabling investor distributions to be made, carrying out restructurings, refinancing existing facilities, refinancing any other indebtedness, making facilities available to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing

18 5 Immediate recourse

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 rights or security or claim payment from any person before claiming from that Chargor under this Deed This waiver applies

irrespective of any law or any provision of a Finance Document or Hedging Agreement to the contrary

18.6 Appropriations

Until all amounts which may be or become payable by the Obligors or the Chargors under or in connection with the Finance Documents and Hedging Agreements have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated, each Secured Party (or any trustee or agent on its behalf) may

- (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 those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same, and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed provided that if such moneys are enough to discharge the Secured Liabilities in full, and the Security Agent is entitled to do so, the Security Agent shall apply such moneys in discharge of the Secured Liabilities in accordance with the Finance Documents

18.7 Deferral of Chargors' rights

Until all amounts which may be or become payable by the Obligors or the Chargors under or in connection with the Finance Documents and Hedging Agreements have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or Hedging Agreements or by reason of any amount being payable, or liability arising, under the Finance Documents or Hedging Agreements

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

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors or the Chargors under or in connection with the Finance Documents or Hedging Agreements 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 15 (*Order of application*)

18 8 Additional security

The Security Interests are in addition to and are not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party

18 9 Tacking

Each Secured Party shall comply with its obligations under the Finance Documents (including any obligation to make further advances)

19 DISCHARGE OF SECURITY

19 1 Final redemption

Subject to Clause 19 2 (*Retention of security*), if all amounts which may be or become payable by the Obligors or the Chargors under or in connection with the Finance Documents and Hedging Agreements have been irrevocably paid in full and that all facilities which might give rise to Secured Liabilities have terminated, the Security Agent shall

- (a) as soon as practicable, following the request of and at cost of the Chargors release, reassign or discharge (as appropriate) the Security Assets from the Security Interests, without recourse to, or any representation or warranty by, the Security Agent or any of its nominees, and
- (b) return all Title Information Documents and other original documents delivered to the Security Agent under or in connection with this Deed

19 2 Retention of security

If the Security Agent considers that any amount paid or credited to any Secured Party under any Finance Document or Hedging Agreement is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have been irrevocably paid

20 VAT

Clause 12 7 (*VAT*) of the Facility Agreement shall apply as if it were set out in full in this Deed, save that references in that clause to "Finance Party" shall be treated in this Deed as being to "Finance Party, Receiver or Delegate"

21 PAYMENTS

21 1 Undertaking to pay

Each Chargor shall pay each of the Secured Liabilities when due in accordance with its terms

21 2 Demands

Any demand for payment made by any Secured Party shall be valid and effective even if it contains no statement of the relevant Secured Liabilities or an inaccurate or incomplete statement of them

21 3 Payments

All payments by any Chargor under this Deed shall be made to such account, with such financial institution and in such other manner as the Security Agent may direct

21 4 Continuation of accounts

- (a) At any time after a Secured Party has received or is deemed to have received notice of any subsequent Security affecting all or any part of the Security Assets of any Chargor, that Secured Party may open a new account in the name of that Chargor (whether or not it permits any existing account to continue)
- (b) If that Secured Party does not open such a new account, it shall be treated as if it had done so when the relevant notice was received or deemed to have been received and as from that time all payments made by or on behalf of that Chargor to that Secured Party shall be credited or be treated as having been credited to the relevant new account and not as having been applied in reduction of the Secured Liabilities as at the time the relevant notice was received or deemed to have been received

21 5 Contingencies

If all or any part of the Security Interests are enforced at a time when no amount is due under the Finance Documents or Hedging Agreements but any such amount 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

22 REMEDIES, WAIVERS AND DETERMINATIONS

22 1 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under any Finance Document or Hedging Agreement shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents or Hedging Agreements. No waiver or election to affirm any of the Finance Documents or Hedging Agreements on the part of any Secured Party shall be effective unless in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Finance Documents and Hedging Agreements are cumulative and not exclusive of any rights or remedies provided by law, including the right to appoint an Administrator under the Insolvency Act

22 2 Certificates and determinations

Any certification or determination by the Security Agent or any Receiver of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates

23 SEPARATE AND INDEPENDENT OBLIGATIONS

- (a) Subject to paragraph (b) below, the Security created by each Chargor by or in connection with any Finance Document or Hedging Agreement is separate from and independent of the Security created or intended to be created by any other Chargor by or in connection with any Finance Document or Hedging Agreement
- (b) Any reference in this Deed to a "Chargor" in relation to any Security Asset is, if that Chargor holds any right, title or interest in that Security Asset jointly with any other Chargor, a reference to those Chargors jointly

24 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

25 GOVERNING LAW

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

26 ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute")
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- (c) This Clause 26 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions

This Deed has been delivered on the date stated at the beginning of this Deed.

CHARGORS

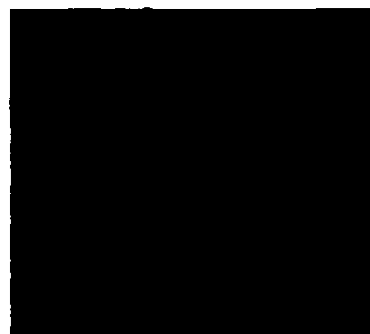
SIGNED as a DEED by
CLAYGATE RESIDENTIAL LIMITED
PARTNERSHIP acting by its general partner
CLAYGATE RESIDENTIAL (GENERAL PARTNER)
LLP acting by
a Member and
a Member or

[Signature of Member]



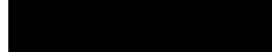
in the presence of

[signature of witness] / [Member]



Address LaSalle Investment Management
One Curzon Street
London
W1J 5HD

Fax No 

Attention 

SIGNED as a DEED by
CLAYGATE RESIDENTIAL (GENERAL PARTNER)
LLP acting by
a Member and
a Member or

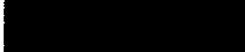
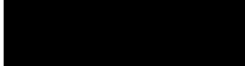
[Signature of Member]



in the presence of

[signature of witness] / [Member]



Name 
Address 

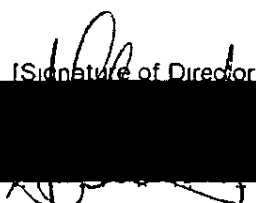

Occupation


Address LaSalle Investment Management
One Curzon Street
London
W1J 5HD

Fax No [REDACTED]

Attention [REDACTED]

SIGNED as a DEED by
CLAYGATE RESIDENTIAL (NOMINEE) LIMITED
acting by
a Director and
a Director / the Secretary or
in the presence of


[Signature of Director]



[signature of witness] / [Director/secretary]


Name *JAMES PALLETI*

Address 

Occupation *CHARTERED ACCOUNTANT*

Address LaSalle Investment Management
One Curzon Street
London
W1J 5HD

Fax No 

Attention 

SECURITY AGENT

WELLS FARGO BANK, N.A., LONDON BRANCH

By 

Name RICHARD CRIDDOCK

Title DIRECTOR

Address 4th Floor
90 Long Acre
London WC2E
9RA

Fax 

Attention 

SCHEDULE 1
THE CHARGORS

Name of Chargor	Registration number (or equivalent, if any)
CLAYGATE RESIDENTIAL LIMITED PARTNERSHIP acting by its general partner CLAYGATE RESIDENTIAL (GENERAL PARTNER) LLP	LP016803
CLAYGATE RESIDENTIAL (GENERAL PARTNER) LLP	OC401080
CLAYGATE RESIDENTIAL (NOMINEE) LIMITED	09884531

SCHEDULE 2
RIGHTS OF RECEIVERS

Any Receiver appointed pursuant to Clause 13 (*Appointment of Receivers and Administrators*) shall have the right, either in its own name or in the name of the relevant Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person

(a) Enter into possession

to take possession of, get in and collect all or any part of the Security Assets, and to require payment to it or to any Secured Party of any Receivables,

(b) Bank Accounts

to apply, transfer or set-off any or all of the credit balances from time to time on any Bank Account in or towards payment or other satisfaction of all or part of the Secured Liabilities,

(c) Carry on business

to manage and carry on any business of that Chargor,

(d) Contracts

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which that Chargor is a party,

(e) Deal with Security Assets

to sell, transfer, assign, exchange, hire out, lend, licence or otherwise dispose of or realise all or any part of the Security Assets (including any Fixtures, which may be sold separately from the related Real Property) to any person either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments or deferred),

(f) Hive down

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or any rights attaching thereto,

(g) Borrow money

to borrow or raise money either unsecured or on the security of all or any part of the Security Assets (either in priority to the Security Interests or otherwise),

(h) Lend money

to lend money or advance credit to any person,

(i) Covenants and guarantees

to enter into bonds, covenants, guarantees, indemnities and other commitments,

(j) Dealings with tenants

to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other persons,

(k) Rights of ownership

to manage and use all or any part of the Security Assets and to exercise and do all such rights and things as the Receiver would be capable of exercising or doing if it were the absolute beneficial owner of all or any part of the Security Assets,

(l) Protection of Security Assets

to insure all or any part of the Security Assets, to carry out decorations, repairs, alterations, improvements and additions to all or any part of the Security Assets (including the development or redevelopment of any Real Property), to commence and/or complete any building operation, to apply for and maintain any planning permission, building regulation approval or any other authorisation and to purchase or otherwise acquire or do anything in connection with all or any part of the Security Assets,

(m) Legal actions

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings relating to all or any part of the Security Assets or any business of that Chargor,

(n) Claims

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or relating to all or any part of the Security Assets or any business of that Chargor,

(o) Redemption of Security

to redeem any Security (whether or not having priority to the Security Interests) over all or any part of the Security Assets and to settle the accounts of any person with an interest in all or any part of the Security Assets,

(p) Employees

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by that Chargor,

(q) Delegation

to delegate in any manner to any person any rights exercisable by the Receiver under any Finance Document, and any such delegation may be made upon such terms and conditions (including power to sub-delegate) as it thinks fit, and to pass confidential information to any such delegate,

(r) **Insolvency Act**

to exercise all powers set out in Schedule 1, Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act as now in force (whether or not in force at the date of exercise and whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1 or Schedule 2, as the case may be, after the date of this Deed,

(s) **Receipts**

to give a valid receipt for any moneys and do anything which may be necessary or desirable for realising all or any part of Security Assets, and

(t) **Other powers**

to do anything else it may think fit for the realisation of all or any part of the Security Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Finance Document to which the relevant Chargor is party, the Law of Property Act or the Insolvency Act

SCHEDULE 3
REAL PROPERTY

Chargor	Address of Property	Title No
CLAYGATE RESIDENTIAL LIMITED PARTNERSHIP acting by its general partner CLAYGATE RESIDENTIAL (GENERAL PARTNER) LLP and CLAYGATE RESIDENTIAL (NOMINEE) LIMITED	Cores 3, Phase 3, Rathbone Market, Canning Town, London E16	Will be registered after the granting of the leases
CLAYGATE RESIDENTIAL LIMITED PARTNERSHIP acting by its general partner CLAYGATE RESIDENTIAL (GENERAL PARTNER) LLP and CLAYGATE RESIDENTIAL (NOMINEE) LIMITED	Cores 4, Phase 3, Rathbone Market, Canning Town, London E16	Will be registered after the granting of the leases
CLAYGATE RESIDENTIAL LIMITED PARTNERSHIP acting by its general partner CLAYGATE RESIDENTIAL (GENERAL PARTNER) LLP and CLAYGATE RESIDENTIAL (NOMINEE) LIMITED	Management office, Phase 3, Rathbone Market, Canning Town, London E16	Will be registered after the granting of the leases

SCHEDULE 4
FORM OF NOTICE OF ASSIGNMENT TO OCCUPATIONAL TENANTS

From Wells Fargo Bank, N A , London Branch (the "**Security Agent**") and [] (the "**Assignor**")

To [Occupational tenant]

Address

Dated

Dear Sirs

Security Agreement between, among others, Claygate Residential Limited Partnership acting by its general partner Claygate Residential (General Partner) LLP and Wells Fargo Bank, N.A., London Branch dated [] (the "Security Agreement")

- 1 We refer to the Security Agreement
- 2 We give notice that by an assignment contained in the Security Agreement the Assignor assigned to the Security Agent by way of security all its right, title and interest from time to time in and to the lease listed below (the "**Assigned Lease**"), including all moneys or proceeds paid or payable deriving from the Assigned Lease and all rights or claims in relation to the Assigned Lease

Assigned Lease

[describe the assigned lease]

- 3 All moneys payable by you to the Assignor in respect of the Assigned Lease shall be paid into the following account (Account No []) with [] at [] unless and until you receive written notice from the Security Agent to the contrary, in which event you should make all future payments as then directed by the Security Agent
- 4 Despite the assignment referred to above or the making of any payment by you to the Security Agent pursuant to it
 - (a) the Assignor shall remain liable to perform all its obligations under the Assigned Lease; and
 - (b) neither the Security Agent nor any receiver, delegate or sub-delegate appointed by it shall at any time be under any obligation or liability to you under or in respect of the Assigned Lease
- 5 The Assignor shall remain entitled to exercise its rights, powers and discretions under the Assigned Lease, except that the Assignor shall not and you agree that the Assignor shall not, without the prior written consent of the Security Agent
 - (a) amend, supplement, vary or waive (or agree to amend, supplement, vary or waive) any provision of the Assigned Lease,

- (b) exercise any right to rescind, cancel or terminate the Assigned Lease,
 - (c) release any counterparty from any obligations under the Assigned Lease,
 - (d) waive any breach by any counterparty or consent to any act or omission which would otherwise constitute such a breach, or
 - (e) except as provided in the Security Agreement, novate, transfer or assign any of its rights under the Assigned Lease
- 6 You are authorised and instructed, without requiring further approval, to provide the Security Agent with such information relating to the Assigned Lease as it may from time to time request and to send to the Security Agent and us copies of all notices issued by you
- 7 This authority and instruction is irrevocable without the prior written consent of the Security Agent
- 8 This notice of assignment and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this notice of assignment (including a dispute relating to the existence, validity or termination of this notice of assignment or any non-contractual obligation arising out of or in connection with this notice of assignment)
- 9 Please acknowledge receipt of this notice of assignment and confirm that
- (a) you will pay all moneys in respect of the Assigned Lease as directed by or pursuant to this notice of assignment,
 - (b) you have not received any other notice of any assignment of the Assigned Lease,
 - (c) you will not claim or exercise any set-off or counterclaim in respect of the Assigned Lease, and
 - (d) you will comply with the other provisions of this notice of assignment,

by signing the acknowledgement on the attached copy of this notice of assignment and returning that copy to the Security Agent at [____], marked for the attention of [_____]

Wells Fargo Bank, N.A., London Branch [Assignor]

By

By

[On duplicate]

We acknowledge receipt of the notice of assignment of which this is a copy and confirm each of the matters referred to in paragraphs (a) – (d) of paragraph 9 of the notice of assignment

[Occupational tenant]

By

Dated

SCHEDULE 5

FORM OF NOTICE OF ASSIGNMENT OF BANK ACCOUNTS (OTHER THAN GENERAL ACCOUNT)

From Wells Fargo Bank, N A , London Branch (the **"Security Agent"**) and [] (the **"Assignor"**)

To [Bank where Blocked Bank Account is held]

Address

Dated

Dear Sirs

Security Agreement between, among others, Claygate Residential Limited Partnership acting by its general partner Claygate Residential (General Partner) LLP and Wells Fargo Bank, N.A., London Branch dated [] (the "Security Agreement")

- 1 We refer to the Security Agreement
- 2 We give notice that by an assignment contained in the Security Agreement the Assignor assigned to the Security Agent by way of security all its right, title and interest from time to time in and to the bank accounts, details of which are set out in the attached schedule (the **"Blocked Bank Accounts"**), including all balances from time to time standing to the credit of or accrued or accruing on the Blocked Bank Accounts and all rights or claims in relation to the Blocked Bank Accounts
- 3 Until you receive written instructions from the Security Agent to the contrary
 - (a) [all rights, powers and discretions of the Assignor in relation to any Blocked Bank Account shall be exercisable solely by the Security Agent,
 - (b) no moneys may be released from any Blocked Bank Account without the prior written consent of the Security Agent, and
 - (c) you should apply any amount standing to the credit of or accrued or accruing on any Blocked Bank Account as directed from time to time by the Security Agent in writing]
- 4 This authority and instruction is irrevocable without the prior written consent of the Security Agent
- 5 You are authorised and instructed, without requiring further approval, to provide the Security Agent with such information relating to the Blocked Bank Accounts as it may from time to time request and to send to the Security Agent and us copies of all notices issued by you
- 6 This notice of assignment and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this notice of assignment (including a dispute

relating to the existence, validity or termination of this notice of assignment or any non-contractual obligation arising out of or in connection with this notice of assignment)

7 Please acknowledge receipt of this notice of assignment and confirm that

- (a) you will pay all moneys in respect of each Blocked Bank Account as directed by or pursuant to this notice of assignment,
- (b) you have not received any other notice of any assignment of or security over any Blocked Bank Account or of any other interest of any third party in any Blocked Bank Account,
- (c) you will not claim or exercise any set-off or counterclaim in respect of any Blocked Bank Account, and
- (d) you will comply with the other provisions of this notice of assignment,

by signing the acknowledgement on the attached copy of this notice of assignment and returning that copy to the Security Agent at [____], marked for the attention of [_____]

Wells Fargo Bank, N.A., London Branch [Assignor]

By

By

[On duplicate]

We acknowledge receipt of the notice of assignment of which this is a copy and confirm each of the matters referred to in paragraphs (a) – (d) of paragraph 7 of the notice of assignment

[Bank where Blocked Bank Account is held]

By

Dated

THE SCHEDULE
Bank Accounts assigned

Blocked Bank Accounts

Chargor [•]

Bank	Sort Code	Account No.	Name of Account	Blocked/ Unblocked
-------------	------------------	--------------------	------------------------	-------------------------------

SCHEDULE 6
FORM OF NOTICE OF ASSIGNMENT OF GENERAL ACCOUNTS

From Wells Fargo Bank, N A , London Branch (the **"Security Agent"**) and [] (the **"Assignor"**)

To [Bank where Unblocked Bank Account is held]

Address

Dated

Dear Sirs

Security Agreement between, among others, Claygate Residential Limited Partnership acting by its general partner Claygate Residential (General Partner) LLP and Wells Fargo Bank, N.A.,
London Branch
dated [] (the "Security Agreement")

- 1 We refer to the Security Agreement
- 2 We give notice that by an assignment contained in the Security Agreement the Assignor assigned to the Security Agent by way of security all its right, title and interest from time to time in and to the bank accounts, details of which are set out in the attached schedule (the **"Unblocked Bank Accounts"**), including all balances from time to time standing to the credit of or accrued or accruing on the Unblocked Bank Accounts and all rights or claims in relation to the Unblocked Bank Accounts
- 3 You are authorised and instructed to
 - (a) comply with the terms of any written notice or instruction relating to any Unblocked Bank Accounts received by you from the Security Agent, and
 - (b) following notice from the Security Agent stating that the security has become enforceable, pay or release any sum standing to the credit of any Unblocked Bank Account in accordance with the written instructions of the Security Agent
- 4 This authority and instruction is irrevocable without the prior written consent of the Security Agent
- 5 You are authorised and instructed, without requiring further approval, to provide the Security Agent with such information relating to the Unblocked Bank Accounts as it may from time to time request and to send to the Security Agent and us copies of all notices issued by you
- 6 This notice of assignment and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this notice of assignment (including a dispute

relating to the existence, validity or termination of this notice of assignment or any non-contractual obligation arising out of or in connection with this notice of assignment)

7 Please acknowledge receipt of this notice of assignment and confirm that

- (a) you will pay all moneys in respect of each Unblocked Bank Accounts as directed by or pursuant to this notice of assignment,
- (b) you have not received any other notice of any assignment of or security over any Unblocked Bank Accounts or of any other interest of any third party in any Unblocked Bank Accounts,
- (c) you will not claim or exercise any set-off or counterclaim in respect of any Unblocked Bank Accounts, and
- (d) you will comply with the other provisions of this notice of assignment,

by signing the acknowledgement on the attached copy of this notice of assignment and returning that copy to the Security Agent at [____], marked for the attention of [_____]

Wells Fargo Bank, N.A., London Branch [Assignor]

By

By

[On duplicate]

We acknowledge receipt of the notice of assignment of which this is a copy and confirm each of the matters referred to in paragraphs (a) – (d) of paragraph 7 of the notice of assignment

[Bank where Unblocked Bank Accounts are held]

By

Dated

THE SCHEDULE
Unblocked Bank Accounts assigned

Unblocked Bank Accounts

Chargor [●]

Bank	Sort Code	Account No.	Name of Account	Blocked/ Unblocked
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Chargor [●]

Bank	Sort Code	Account No.	Name of Account	Blocked/ Unblocked
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SCHEDULE 7
FORM OF NOTICE OF ASSIGNMENT OF INSURANCES

From Wells Fargo Bank, N A , London Branch (the "**Security Agent**") and [] (the "**Assignor**")

To [The Insurers]

Address

Dated

Dear Sirs

Security Agreement between, among others, Claygate Residential Limited Partnership acting by its general partner Claygate Residential (General Partner) LLP and Wells Fargo Bank, N.A., London Branch dated [] (the "Security Agreement")

- 1 We refer to the Security Agreement
- 2 We give notice that by an assignment contained in the Security Agreement the Assignor assigned to the Security Agent by way of security all its right, title and interest from time to time in and to the insurances, details of which are set out in the attached schedule (the "**Insurances**"), including all moneys or proceeds paid or payable deriving from the Insurances and all rights or claims in relation to the Insurances
- 3 All moneys payable by you to the Assignor in respect of the Insurances other than third party Insurances shall be paid into the following account (Account No []) with [] at [] unless and until you receive written notice from the Security Agent to the contrary, in which event you should make all future payments as then directed by the Security Agent
- 4 Subject to any applicable legislation and despite the assignments referred to above, all sums in respect of any claim under any third party Insurance by an insured party shall be paid
 - (a) directly to the person whose claim(s) constitute(s) the risk or liability insured against, provided that such person has executed a discharge of all claims against each insured party in respect of the risk or liability in relation to which the claim was made, or
 - (b) (despite any policy term to the contrary) to the extent that insurers accept liability to indemnify the insured party in respect of the claims or liabilities which the insured party has settled directly with the claimant, to the relevant insured party
- 5 We instruct you to
 - (a) notify the Security Agent if any renewal, premium or other sum payable by the Assignor in respect of the Insurances is not paid when due,

- (b) notify the Security Agent if the Assignor reduces the cover under the Insurances or if any risk insured against under the Insurances is restricted or cancelled, and
 - (c) if the Insurances are not renewed, cover under the Insurances is reduced or any risk insured against under the Insurances is restricted or cancelled, to provide insurances of the assets of the Assignor reasonably required by the Security Agent and upon payment of an additional premium by the Security Agent
- 6 This authority and instruction is irrevocable without the prior written consent of the Security Agent
- 7 This notice of assignment and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this notice of assignment (including a dispute relating to the existence, validity or termination of this notice of assignment or any non-contractual obligation arising out of or in connection with this notice of assignment)
- 8 Please acknowledge receipt of this notice of assignment and confirm that
- (a) you will pay all moneys in respect of the Insurances as directed by or pursuant to this notice of assignment,
 - (b) you have not received any other notice of any assignment of any Insurance or of any other interest of any third party in any Insurance,
 - (c) you will not claim or exercise any set-off or counterclaim in respect of any Insurance, and
 - (d) you will comply with the other provisions of this notice of assignment,
- by signing the acknowledgement on the attached copy of this notice of assignment and returning that copy to the Security Agent at [____], marked for the attention of [_____]

Wells Fargo Bank, N.A., London Branch [Assignor]

By

By

[On duplicate]

We acknowledge receipt of the notice of assignment of which this is a copy and confirm each of the matters referred to in paragraphs (a) – (d) of paragraph 8 of the notice of assignment

[The Insurers]

By

Dated

SCHEDULE 8
FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED AGREEMENTS

From Wells Fargo Bank, N A , London Branch (the **"Security Agent"**) and [] (the **"Assignor"**)

To [Party to the Assigned Agreement]

Address

Dated

Dear Sirs

Security Agreement between, among others, Claygate Residential Limited Partnership acting by its general partner Claygate Residential (General Partner) LLP and Wells Fargo Bank, N.A., London Branch dated [] (the "Security Agreement")

- 1 We refer to the Security Agreement
- 2 We give notice that by an assignment contained in the Security Agreement the Assignor assigned to the Security Agent by way of security all its right, title and interest from time to time in and to the Assigned Agreements, details of which are set out in the attached schedule (the **"Assigned Agreements"**), including all moneys or proceeds paid or payable deriving from the Assigned Agreements
- 3 Until you receive written instructions from the Security Agent to the contrary, all moneys payable by you to the Assignor in respect of the Assigned Agreements shall be paid [into the following account (Account No []) with [] at []) unless and until you receive written notice from the Security Agent to the contrary, in which event you should make all future payments as then directed by the Security Agent]/[to the account notified to you by the Assignor]
- 4 Despite the assignment referred to above or the making of any payment by you to the Security Agent pursuant to it
 - (a) the Assignor shall remain liable to perform all its obligations under each Assigned Agreement, and
 - (b) neither the Security Agent nor any receiver, delegate or sub-delegate appointed by it shall at any time be under any obligation or liability to you under or in respect of any Assigned Agreement
- 5 The Assignor shall remain entitled to exercise its rights, powers and discretions under each Assigned Agreement, except that the Assignor shall not and you agree that the Assignor shall not, without the prior written consent of the Security Agent
 - (a) amend, supplement, vary or waive (or agree to amend, supplement, vary or waive) any provision of any Assigned Agreement,

- (b) exercise any right to rescind, cancel or terminate any Assigned Agreement,
 - (c) release any counterparty from any obligations under any Assigned Agreement,
 - (d) waive any breach by any counterparty or consent to any act or omission which would otherwise constitute such a breach, or
 - (e) except as provided in the Security Agreement, novate, transfer or assign any of its rights under any Assigned Agreement
- 6 You are authorised and instructed, without requiring further approval, to provide the Security Agent with such information relating to the Assigned Agreements as it may from time to time request and to send to the Security Agent and us copies of all notices issued by you
- 7 This authority and instruction is irrevocable without the prior written consent of the Security Agent
- 8 This notice of assignment and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this notice of assignment (including a dispute relating to the existence, validity or termination of this notice of assignment or any non-contractual obligation arising out of or in connection with this notice of assignment)
- 9 Please acknowledge receipt of this notice of assignment and confirm that
- (a) you will pay all moneys in respect of each Assigned Agreement as directed by or pursuant to this notice of assignment,
 - (b) you have not received any other notice of any assignment of any Assigned Agreement,
 - (c) you will not claim or exercise any set-off or counterclaim in respect of any Assigned Agreement, and
 - (d) you will comply with the other provisions of this notice of assignment,

by signing the acknowledgement on the attached copy of this notice of assignment and returning that copy to the Security Agent at [____], marked for the attention of [_____]

Wells Fargo Bank, N.A., London Branch [Assignor]

By

By

[On duplicate]

We acknowledge receipt of the notice of assignment of which this is a copy and confirm each of the matters referred to in paragraphs (a) – (d) of paragraph 9 of the notice of assignment

[Party to the Assigned Agreement]

By

Dated

SCHEDULE 9
FORM OF NOTICE OF ASSIGNMENT OF HEDGING AGREEMENTS

From Wells Fargo Bank, N A , London Branch (the "**Security Agent**") and Claygate Residential Limited Partnership (the "**Assignor**")

To Wells Fargo Securities International Limited

Address

Dated

Dear Sirs

Security Agreement between, among others, Claygate Residential Limited Partnership acting by its general partner Claygate Residential (General Partner) LLP and Wells Fargo Bank, N.A , London Branch
dated [] (the "Security Agreement")

- 1 We hereby give you notice that we have assigned by way of security to the Security Agent pursuant to the Security Agreement all our right, title and interest in and to *[describe cap and documentation]* dated on or about the date of this notice between (1) Wells Fargo Securities International Limited and (2) Claygate Residential Limited Partnership (the "**Contract**") including all monies which may be payable in respect of the Contract
- 2 With effect from your receipt of this notice
 - (a) all payments by you to us under or arising from the Contract should be made to
[please include account details]
or to such other account as the Security Agent may specify in writing from time to time,
 - (b) all remedies provided for in the Contract or available at law or in equity are exercisable by the Security Agent,
 - (c) all rights to compel performance of the Contract are exercisable by the Security Agent although we shall remain liable to perform all the obligations assumed by us under the Contract,
 - (d) all rights, interests and benefits whatsoever accruing to or for our benefit arising from the Contract belong to the Security Agent,
 - (e) you are authorised and instructed, without requiring further approval from us, to provide the Security Agent with such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Security Agent as well as to us
- 3 These instructions may not be revoked without the prior written consent of the Security Agent

- 4 Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at 90 Long Acre, London, WC2E 9RA marked for the attention of Head of Relationship Management

Yours faithfully,

for and on behalf of

Claygate Residential Limited Partnership

[On duplicate]

Form of Acknowledgment of Assignment of Hedging Agreements

To Wells Fargo Bank N A , London Branch
90 Long Acre
London, WC2E 9RA as Facility Agent

And Wells Fargo Bank N A , London Branch
90 Long Acre
London, WC2E 9RA as Security Agent

Attention Head of Relationship Management

- 1 We acknowledge receipt of a notice dated [] from Claygate Residential Limited Partnership (the "**Assignor**") in respect of assignment by way of security pursuant to a security agreement dated the date of the notice (the "**Security Agreement**") of a [describe cap and documentation] dated on or about the date of this notice between (1) Wells Fargo Securities International Limited and (2) Claygate Residential Limited Partnership (the "**Contract**")
- 2 We confirm that
- (a) we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Contract and that we will comply with the terms of that notice,
 - (b) we hereby waive any restriction in the Contract which would prevent the grant of the security referred to in the notice,
 - (c) we shall make all payments under or arising from the Contract into the account specified in the notice or to such other account as the Security Agent may specify in writing from time to time,
 - (d) no amendment, supplement, waiver or release of any of rights, interests and benefits in respect of the Contract shall be effective without the prior written consent of the Facility Agent unless the same is administrative or mechanical in nature, does not give rise to a

conflict with any provision of the Facility Agreement (as defined in the Security Agreement) and is not materially prejudicial to the interests of any Lender (as defined in the Facility Agreement) in such capacity,

- (e) we will not terminate the Contract unless
 - (i) an "event of default" occurs pursuant to section 5(a)(i) of the relevant ISDA Master Agreement with respect to the Assignor and the interest cap transaction governed by it and such "event of default" is not remedied within 3 Business Days,
 - (ii) an Illegality or Tax Event or Tax Event Upon Merger (each as defined in the 1992 or 2002 ISDA Master Agreement as applicable to the Contract), a "Force Majeure Event" (as defined in the 2002 ISDA Master Agreement if applicable) or an event similar in meaning and effect to a "Force Majeure Event" (if the 2002 ISDA Master Agreement does not apply to the Contract) has occurred with respect to the Contract,
- (f) the Contract contains provisions pursuant to which the Assignor can terminate the relevant transaction(s) if the Facility Agent (as defined in the Security Agreement) makes a demand under Clause 24 20 (*Acceleration*) of the Facility Agreement (as defined in the Security Agreement),
- (g) the Contract contains provisions pursuant to which we cannot withhold payments under the relevant transaction(s) pursuant to Section 2(a)(iii) of the relevant ISDA Master Agreement if the Assignor has discharged in full all of its payment obligations under all transactions under the Contract, and
- (h) we have made all necessary arrangements for future payments under the Contract to be made to the account specified in the notice

For and on behalf of Wells Fargo Securities International Limited

By

Dated