

MR01

Particulars of a charge

138618/23

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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.

☒ **What this form is NOT for**
You may not use this form to
register a charge when the charge is
instrument. Use form MR01.



LD3 *L7IQYBSP* 15/11/2018 #24
COMPANIES HOUSE

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 the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a
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.**

1 Company details

Company number 07547994
Company name in full LDC (STRATFORD) GP2 LIMITED

0005 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 03/11/2018

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 (and its
successors in title and permitted transferees)

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.

MR01

Particulars of a charge

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	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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X Linklaters LLP. X This form must be signed by a person with an interest in the charge.	

MR01

Particulars of a charge



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 Joseph Marchbank

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country United Kingdom

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 company'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 company name and number match the information held on the public Register.
- ☒ You have included a certified copy of the instrument with this form.
- ☒ 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 companies registered in England and Wales:

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

For companies 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 companies 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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7547994

Charge code: 0754 7994 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st October 2018 and created by LDC (STRATFORD) GP2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th November 2018.

L/C

Given at Companies House, Cardiff on 22nd November 2018



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

**Certified to be a true
copy of the original**

LINKLATERS LLP
.....
LINKLATERS LLP
Date 14/11/18

SECURITY AGREEMENT

dated 31 October 2018

THE LIMITED PARTNERSHIPS AND COMPANIES NAMED IN SCHEDULE 1
as the Chargors

and

WELLS FARGO BANK N.A., LONDON BRANCH
acting as Security Agent

relating to

*THE REFINANCING OF THE LSAV PORTFOLIO OF FOUR LONDON STUDENT
ACCOMMODATION BUILDINGS*

Linklaters

Ref: L-275115

Linklaters LLP

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SIGNATORIES

THE SCHEDULES

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THIS DEED is dated 31 October 2018 and is made between:

- (1) THE LIMITED PARTNERSHIPS AND COMPANIES named in Schedule 1 (*The Chargors*) as chargors (the "**Chargors**"); and
- (2) WELLS FARGO BANK N.A., LONDON BRANCH (the "**Security Agent**") as security trustee for the Secured Parties (as defined in the Facility Agreement defined below).

BACKGROUND:

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

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Act" means the Law of Property Act 1925.

"Facility Agreement" means the £250,000,000 Facility Agreement dated on or about the date of this Deed between (among others) the Chargors and the Security Agent.

"Intellectual Property" means all interests in and to:

- (a) any patents, trade marks, 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;
- (b) the benefit of all applications and rights to use such assets; and
- (c) any related licences and sub-licences of the same.

"Investments" means:

- (a) all shares in any member of the Group (other than itself) owned by a Chargor or held by any nominee or trustee on its behalf;
- (b) all interests in any partnership (including a limited partnership or a limited liability partnership) or trust, and any document forming or constituting that partnership or trust, owned by a Chargor or held by any nominee or trustee on its behalf; and
- (c) all other shares, stocks, debentures, bonds or other securities or investments owned by a Chargor or held by any nominee or trustee on its behalf.

"Mortgaged Property" means all freehold or leasehold property included in the definition of Security Asset.

"Party" means a party to this Deed.

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

"Relevant Contract" means:

- (a) an appointment of a Managing Agent;
- (b) an appointment of an Asset Manager;
- (c) an appointment of a Rent Collection Agent;
- (d) an agreement relating to the purchase of a Property by a Chargor;
- (e) an appointment of an Operator; or
- (f) an appointment of a Business Manager.

"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.

"Security Asset" means any asset of a Chargor which is, or is expressed to be, subject to any Security created by this Deed.

"Security Period" means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (ii) any **rights** in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities, in each case in respect of or derived from that asset;
 - (iii) any **share, interest in a partnership or trust, stock, debenture, bond or other security or investment** includes:
 - (A) any dividend, interest or other distribution paid or payable;
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise; and

(C) any other rights,

in each case in respect of that share, interest, stock, debenture, bond or other security or investment; and

(iv) the term **this Security** means any Security created by this Deed.

- (d) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.3 **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 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.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. **CREATION OF SECURITY**

2.1 **General**

- (a) Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of the Chargors;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.2 **Land**

- (a) Each Chargor charges:

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 2 (*Real Property*); and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:
- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) 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 Lease Documents

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all its rights:
- (i) under each Lease Document;
 - (ii) in respect of all Operating Income; and
 - (iii) under any guarantee of Operating Income contained in or relating to any Lease Document.
- (b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, each Chargor charges by way of a first fixed charge all its rights listed under paragraph (a)(i) above.

2.4 Investments

Each Chargor charges by way of a first fixed charge its interest in all its Investments.

2.5 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (*Land*), each Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

2.6 Credit balances

- (a) Each Chargor charges by way of a first fixed charge all of its rights in respect of any Account (other than the General Account and the Management Account), any amount standing to the credit of any Account (other than the General Account and the Management Account) and the debt represented by it.
- (b) Each Chargor charges by way of a first fixed charge all of its rights in respect of each of the General Account and the Management Account, any amounts standing to the credit of the General Account and the Management Account and the debt represented by such amounts.
- (c) Each Chargor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in paragraphs (a) and (b) above, any amount standing to the credit of any such account and the debt represented by it.

2.7 **Book debts etc.**

Each Chargor charges by way of a first fixed charge:

- (a) all of its Subordinated Debt;
- (b) all of its book and other debts;
- (c) all other moneys due and owing to it; and
- (d) the benefit of all rights in relation to any item under paragraphs (a) to (c) above,

in each case to the extent that they are not the subject of a first fixed charge under Clause 2.6 (*Credit balances*).

2.8 **Insurances**

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the "**Insurance Rights**").
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, each Chargor charges by way of a first fixed charge all of its Insurance Rights.

2.9 **Hedging**

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreements.
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, each Chargor charges by way of first fixed charge all of its rights under any Hedging Agreements.

2.10 **Intellectual Property**

Each Chargor charges by way of first fixed charge its interest in all its Intellectual Property.

2.11 **Other contracts**

- (a) Each Chargor:
 - (i) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - (A) under each Development Document;
 - (B) under each Relevant Contract; and
 - (C) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
 - (ii) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.
- (b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, each Chargor charges by way of a first fixed charge all of its rights listed under paragraph (a)(i) above.

2.12 **Miscellaneous**

Each Chargor charges by way of first fixed charge:

- (a) its goodwill;

- (b) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (c) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (b) above;
- (d) its uncalled capital; and
- (e) the benefit of all rights in relation to any item under paragraphs (a) to (d) above.

2.13 **Floating charge**

- (a) Each Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.
- (b) Except as provided below, the Security Agent may by notice to each Chargor convert the floating charge created by this Clause 2.13 (*Floating charge*) into a fixed charge as regards any of that Chargor's assets specified in that notice if:
 - (i) an Event of Default is continuing; or
 - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause 2.13 (*Floating charge*) may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium, under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Clause 2.13 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of a Chargor's assets if:
 - (i) an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator in respect of that Chargor;
 - (ii) that Chargor takes any step to create any Security in breach of Clause 3.1 (*Security*) over any Security Asset subject to a floating charge; or
 - (iii) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any such Security Asset.
- (e) The floating charge created by this Clause 2.13 (*Floating charge*) is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. **RESTRICTIONS ON DEALINGS**

3.1 **Security**

Except as expressly allowed under the Facility Agreement or this Deed, no Chargor shall create or permit to subsist any Security on any Security Asset.

3.2 Disposals

Except as expressly allowed under the Facility Agreement or this Deed, no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

4. LAND

4.1 Notices to tenants

Each Chargor must:

- (a) serve a notice of assignment, substantially in the form of Schedule 3 (*Forms of Letter for Occupational Tenants*), on each tenant of its Mortgaged Property, such notice to be served immediately following a request by the Security Agent whilst an Event of Default is continuing; and
- (b) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of the acknowledgment attached to that notice.

4.2 Acquisitions

If a Chargor acquires any freehold or leasehold property in England and Wales in accordance with the Facility Agreement after the date of this Deed it must:

- (a) notify the Security Agent immediately;
- (b) immediately on request by the Security Agent and at the cost of the relevant Chargor, execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent in substantially the same form as this Deed with such changes as the Security Agent may reasonably require; and
- (c)
 - (i) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of that legal mortgage; and
 - (ii) if applicable, ensure or procure that that legal mortgage is correctly noted against that title in the title register at the Land Registry.

4.3 Land Registry

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to its Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered Charge, not being a Charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] 2018 in favour of Wells Fargo Bank N.A., London Branch referred to in the Charges Register (or its conveyancer).".

4.4 Deposit of title deeds

Each Chargor must immediately:

- (a) deposit with the Security Agent all deeds and documents necessary to show good and marketable title to any of its property referred to in Clause 4.2 (*Acquisitions*) (the "**Title Documents**");
- (b) procure that the Title Documents are held at the applicable Land Registry to the order of the Security Agent; or
- (c) procure that the Title Documents are held to the order of the Security Agent by Bryan Cave Leighton Paisner LLP, Walker Morris LLP or another firm of solicitors approved by the Security Agent for that purpose.

5. **INVESTMENTS**

5.1 **Deposit**

Each Chargor must immediately:

- (a) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and
- (b) execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

5.2 **Calls**

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments.
- (b) If a Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any of its Investments on behalf of that Chargor. The relevant Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this Clause 5.2 (*Calls*).

5.3 **Other obligations in respect of Investments**

- (a) Each Chargor must promptly send a copy to the Security Agent of, and comply with all reasonable requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association, partnership agreement, trust instrument or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of the relevant Chargor.
- (b) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (c) The Security Agent is not obliged to:
 - (i) perform any obligation of the relevant Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or the relevant Chargor; or

- (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,
- in respect of any of its Investments.

5.4 **Voting rights**

(a) Before this Security becomes enforceable:

- (i) the voting rights, powers and other rights in respect of its Investments will be exercised:
 - (A) by the relevant Chargor; or
 - (B) if exercisable by the Security Agent, in any manner which the relevant Chargor may direct the Security Agent in writing; and
- (ii) all dividends, distributions or other income paid or payable in relation to any Investments in accordance with the Facility Agreement must be paid into the General Account.

- (b) After this Security has become enforceable, the Security Agent may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of that Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

6. **ACCOUNTS**

6.1 **General**

In this Clause 6 "**Account Bank**" means a person with whom an Account is maintained under the Facility Agreement.

6.2 **Book debts and receipts**

(a) Each Chargor must get in and realise its:

- (i) Operating Income and other amounts due from tenants or any other occupiers of its Mortgaged Property; and
- (ii) book and other debts and other moneys due and owing to it,

in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account if required in accordance with paragraph (b) below) on trust for the Security Agent.

- (b) Each Chargor must, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into an Account in accordance with the Facility Agreement.

6.3 **Notices of charge**

Each Chargor must:

- (a) immediately serve a notice of charge, substantially in the form of Schedule 4 (*Forms of Letter for Account Bank*), on each Account Bank which holds an Account in relation to which that Chargor has any rights; and
- (b) use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of the acknowledgment attached to the notice.

7. HEDGING

Each Chargor must:

- (a) immediately serve a notice of assignment:
 - (i) (in the case of a Prepaid Cap to which that Chargor is a Party in respect of which Wells Fargo Securities International Limited or any of its Affiliates are the counterparty), on each counterparty to the relevant Prepaid Cap substantially in the form of Part I of Schedule 5 (*Notice of assignment of Prepaid Cap*); or
 - (ii) (in the case of any other Hedging Agreement to which that Chargor is a Party), on each counterparty to the relevant Hedging Agreement substantially in the form of Part II of Schedule 5 (*Forms of Letters of Hedge Counterparty*); and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of the acknowledgment attached to the relevant notice.

8. INSURANCES

Each Chargor must:

- (a) immediately serve a notice of assignment, substantially in the form of Schedule 6 (*Forms of Letter for Insurers*), on each counterparty to an Insurance in which it has an interest; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of the acknowledgment attached to the notice.

9. DEVELOPMENT DOCUMENTS

Each Chargor must:

- (a) at the request of the Security Agent where an Event of Default has occurred and is continuing, serve a notice of assignment, substantially in the form of Schedule 7 (*Forms of Letter for Development Documents*), on each such counterparty to the relevant Development Document under which that Chargor has any rights; and
- (b) use reasonable endeavours to ensure that each such counterparty acknowledges that notice, substantially in the form of the acknowledgement attached to the notice.

10. OTHER CONTRACTS

Each Chargor must, at the request of the Security Agent:

- (a) immediately serve a notice of assignment, substantially in the form of Schedule 8 (*Forms of Letter for Other Contracts*), on each counterparty to a contract listed in paragraph (a)(iii) Clause 2.3 (*Lease Documents*) (other than a counterparty to a Student Lease or a Holiday Lease) or Clause 2.11 (*Other contracts*), in each case in relation to which that Chargor has any rights; and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of the acknowledgement attached to the notice.

11. WHEN SECURITY BECOMES ENFORCEABLE

11.1 Event of Default

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

11.2 Discretion

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

11.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

12. ENFORCEMENT OF SECURITY

12.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

12.2 No liability as mortgagee in possession

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

12.3 Privileges

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

12.4 Protection of third parties

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

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

12.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may:

- (i) redeem any prior Security against any Security Asset; and/or
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

12.6 Contingencies

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

12.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of any Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) Where any financial collateral is appropriated:
- (i) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (ii) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and each Finance Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

13. RECEIVER

13.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
- (i) this Security has become enforceable; or
 - (ii) any Chargor so requests to the Security Agent at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.

- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

13.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

13.3 Remuneration

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

13.4 Agent of the Chargors

- (a) A Receiver will be deemed to be the agent of the relevant Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The relevant Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to any Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

13.5 Relationship with Security Agent

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

14. POWERS OF RECEIVER

14.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 14 in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

14.2 Possession

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

14.3 Carry on business

A Receiver may carry on any business of any Chargor in any manner he/she thinks fit.

14.4 Employees

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

14.5 Borrow money

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

14.6 Sale of assets

- (a) A Receiver may dispose of, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of any Chargor.

14.7 Leases

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

14.8 Compromise

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

14.9 Legal actions

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

14.10 Receipts

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

14.11 Subsidiaries

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

14.12 Delegation

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

14.13 Lending

A Receiver may lend money or advance credit to any person.

14.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which a Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

14.15 Other powers

A Receiver may:

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

15. APPLICATION OF PROCEEDS

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 part of this Security will be held by the Security Agent and applied in accordance with the Facility Agreement. This Clause 15:

- (a) is subject to the payment of any claims having priority over this Security; and
- (b) does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

16. DELEGATION

16.1 Power of Attorney

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

16.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

16.3 Liability

Neither the Security Agent nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

17. FURTHER ASSURANCES

- (a) Each Chargor must promptly, at its own expense, take whatever action the Security Agent or a Receiver may require for:
 - (i) creating, perfecting or protecting any security over any Security Asset; or
 - (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes:
 - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
 - (ii) the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Security Agent may consider necessary or desirable.

18. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of that Chargor (at any time while an Event of Default has occurred and is continuing) to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of that Chargor under or pursuant to any Finance Document or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under any Finance Document or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 18.

19. MISCELLANEOUS

19.1 Continuing Security

This Security is a 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.

19.2 Tacking

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

19.3 New accounts

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

19.4 Time deposits

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

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable,

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

19.5 Notice to Chargors

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any Transaction Obligor and contained in any other Security Document.

20. RELEASE

At the end of the Security Period, the Finance Parties must as soon as reasonably practicable, at the request and cost of each Chargor, take whatever action is necessary to release its Security Assets from this Security.

21. GOVERNING LAW

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

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1
THE CHARGORS

Name of Chargor	Jurisdiction	Registration number (or equivalent, if any)
LDC (Ferry Lane 2) Limited Partnership acting through its general partners LDC (Ferry Lane 2) GP 1 Limited and LDC (Ferry Lane 2) GP 2 Limited	England and Wales	LP014136
LSAV (Stapleton) Limited Partnership acting through its general partners LSAV (Stapleton) GP 1 Limited and LSAV (Stapleton) GP 2 Limited	England and Wales	LP015624
LSAV (Wembley) Limited Partnership acting through its general partners LSAV (Wembley) GP 1 Limited and LSAV (Wembley) GP 2 Limited	England and Wales	LP015679
LDC (Stratford) Limited Partnership acting through its general partners LDC (Stratford) GP 1 Limited and LDC (Stratford) GP 2 Limited	England and Wales	LP014342
LDC (Ferry Lane 2) GP 1 Limited	England and Wales	07359448
LDC (Ferry Lane 2) GP 2 Limited	England and Wales	07359481
LSAV (Stapleton) GP 1 Limited	England and Wales	08593695
LSAV (Stapleton) GP 2 Limited	England and Wales	08593699
LSAV (Wembley) GP 1 Limited	England and Wales	08635735
LSAV (Wembley) GP 2 Limited	England and Wales	08636051
LDC (Stratford) GP 1 Limited	England and Wales	07547911
LDC (Stratford) GP 2 Limited	England and Wales	07547994
LDC (Ferry Lane 2) Management Limited Partnership acting through its general partners LDC (Ferry	England and Wales	LP014298

Lane 2) GP 3 Limited and LDC (Ferry Lane 2) GP 4 Limited		
LSAV (Stapleton) Management Limited Partnership acting through its general partners LSAV (Stapleton) GP 3 Limited and LSAV (Stapleton) GP 4 Limited	England and Wales	LP015694
LSAV (Wembley) Management Limited Partnership acting through its general partners LSAV (Wembley) GP 3 Limited and LSAV (Wembley) GP 4 Limited	England and Wales	LP015738
LSAV (Stratford) Management Limited Partnership acting through its general partners LSAV (Stratford) GP 3 Limited and LSAV (Stratford) GP 4 Limited	England and Wales	LP015825
LDC (Ferry Lane 2) GP 3 Limited	England and Wales	07503842
LDC (Ferry Lane 2) GP 4 Limited	England and Wales	07503913
LSAV (Stapleton) GP 3 Limited	England and Wales	08646819
LSAV (Stapleton) GP 4 Limited	England and Wales	08647019
LSAV (Wembley) GP 3 Limited	England and Wales	08725127
LSAV (Wembley) GP 4 Limited	England and Wales	08725235
LSAV (Stratford) GP 3 Limited	England and Wales	08751654
LSAV (Stratford) GP 4 Limited	England and Wales	08751629

SCHEDULE 2
REAL PROPERTY

Name of Chargor with legal ownership interest	Name of Chargor with beneficial ownership interest	Property	Title Number
LDC (Ferry Lane 2) GP 1 Limited and LDC (Ferry Lane 2) GP 2 Limited	LDC (Ferry Lane 2) Limited Partnership acting through its general partners LDC (Ferry Lane 2) GP 1 Limited and LDC (Ferry Lane 2) GP 2 Limited	Block Nw2, Hale Village, Ferry Lane, London (freehold)	AGL236181
LDC (Ferry Lane 2) GP 3 Limited and LDC (Ferry Lane 2) GP 4 Limited	LDC (Ferry Lane 2) Management Limited Partnership acting through its general partners LDC (Ferry Lane 2) GP 3 Limited and LDC (Ferry Lane 2) GP 4 Limited	Block Nw2, Hale Village, Ferry Lane, Tottenham Hale, London (leasehold)	AGL262975
LSAV (Stapleton) GP 1 Limited and LSAV (Stapleton) GP 2 Limited	LSAV (Stapleton) Limited Partnership acting through its general partners LSAV (Stapleton) GP 1 Limited and LSAV (Stapleton) GP 2 Limited	271-277 (odds) and Stapleton House, 279 Holloway Road, London N7 8FB (freehold)	NGL492557
LSAV (Stapleton) GP 3 Limited and LSAV (Stapleton) GP 4 Limited	LSAV (Stapleton) Management Limited Partnership acting through its general partners LSAV (Stapleton) GP 3 Limited and LSAV (Stapleton) GP 4 Limited	271-277 (odds) and Stapleton House, 279 Holloway Road, London N7 8FB (leasehold)	AGL387856
LSAV (Wembley) GP1 Limited and LSAV (Wembley) GP2 Limited	LSAV (Wembley) Limited Partnership acting through its general partners LSAV (Wembley) GP 1 Limited and LSAV (Wembley) GP 2 Limited	Land on the east side of Olympic Way, Wembley (freehold)	AGL352712

LSAV (Wembley) GP3 Limited and LSAV (Wembley) GP4 Limited	LSAV (Wembley) Management Limited Partnership acting through its general partners LSAV (Wembley) GP3 Limited and LSAV (Wembley) GP4 Limited	Land on the east side of Olympic Way, Wembley (leasehold)	AGL387853
LDC (Stratford) GP1 Limited and LDC (Stratford) GP2 Limited	LDC (Stratford) Limited Partnership acting through its general partners LDC (Stratford) GP1 Limited and LDC (Stratford) GP2 Limited	Land lying to the west of International Way, Olympic Park, London and known as "Stratford One" (leasehold)	TGL379030
LDC (Stratford) GP3 Limited and LDC (Stratford) GP4 Limited	LDC (Stratford) Management Limited Partnership acting through its general partners LDC (Stratford) GP3 Limited and LDC (Stratford) GP4 Limited	Land lying to the west of International Way, Olympic Park, London and known as "Stratford One" (leasehold)	The lease granted by a deed of variation dated the date hereof between (1) LDC (Stratford) GP 1 Limited and LDC (Stratford) GP 2 Limited; and (2) LDC (Stratford) GP3 Limited and LDC (Stratford) GP4 Limited) is subject to registration at the Land Registry.

SCHEDULE 3

FORMS OF LETTER FOR OCCUPATIONAL TENANTS

To: [Occupational tenant]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

Re: [Property address]

**Security Agreement dated [] between, among others, [Chargor] and [Security Agent]
(the "Security Agreement")**

We refer to the lease dated [] and made between [] and [] (the "**Lease**").

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption) to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights under the Lease.

We confirm that:

- (a) we will remain liable under the Lease to perform all the obligations assumed by us under the Lease; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease.

We will also remain entitled to exercise all our rights, powers and discretions under the Lease, and you should continue to give notices under the Lease to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all notices must be given to, the Security Agent or as it directs.

[We irrevocably instruct and authorise you to pay all rent and all other moneys payable by you under the Lease to our account with [the Security Agent/other Account Bank] at [], Account No. [], Sort Code [] (the "**Account**")]/[We have appointed [Rent Collection Agent] as our managing agent (as referred to in the Security Agreement, the "**Rent Collection Agent**"). We irrevocably instruct and authorise you to pay all rent and all other moneys payable by you under the Lease to our account with the Rent Collection Agent at [•], Account No. [•], Sort Code [•] (the "**Account**").].

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....

(Authorised Signatory)

[Chargor]

ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT

To: [*Security Agent*] (as Security Agent)

Attention: [_____]

[Date]

Dear Sirs,

Re: [*Property address*]

**Security Agreement dated [_____] between, among others, [*Chargor*] and [*Security Agent*]
(the "**Security Agreement**")**

We confirm receipt from [*Chargor*] (the "**Chargor**") of a notice dated [_____] (the "**Notice**") in relation to the Lease (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received any notice of any prior security over the Lease or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the *Chargor* under or in respect of the Lease;
- (c) must pay all rent and all other moneys payable by us under the Lease into the Account (as defined in the Notice); and
- (d) must continue to pay those moneys into the Account (as defined in the Notice) until we receive your written instructions to the contrary.

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

Yours faithfully,

.....

For

[*Occupational tenant*]

SCHEDULE 4
FORMS OF LETTER FOR ACCOUNT BANK

To: [Account Bank]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between, among others, [Chargor] and [Security Agent]
(the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of any account, and any amount standing to the credit of any account, maintained by us with you (the "**Accounts**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to any Account requested from you by the Security Agent;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent;
- (c) hold all sums standing to the credit of any Account to the order of the Security Agent; and
- (d) in respect of any Account other than:
 - (i) our account with [] (account number [], sort code []) (the "**Management Account**"); and
 - (ii) our account with [] (account number [], sort code []) (the "**General Account**"), and, together with the Management Account, the "**Unblocked Accounts**"

pay or release any sum standing to the credit of any such Account in accordance with the written instructions of the Security Agent.

We are not permitted to withdraw any amount from any Account other than the Accounts without the prior written consent of the Security Agent.

In respect of the Unblocked Accounts, we are permitted to withdraw any amount from the Accounts for any purpose unless and until you receive a notice from the Security Agent to the contrary stating that we are no longer permitted to withdraw any amount from the any such Account without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the an Unblocked Account without the prior written consent of the Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....

(Authorised Signatory)

[Chargor]

ACKNOWLEDGEMENT OF ACCOUNT BANK

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between, among others, [Chargor] and [Security Agent]
(the "Security Agreement")**

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [] (the "**Notice**") of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us (the "**Accounts**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, any Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account;
- (d) will not permit any amount to be withdrawn from any Account other than each Unblocked Account (as defined in the Notice) without your prior written consent; and
- (e) will comply with any notice we may receive from the Security Agent in respect of each Unblocked Account.

The Accounts maintained with us are:

[Specify accounts and account numbers]

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

Yours faithfully,

.....

(Authorised signatory)

[Account Bank]

SCHEDULE 5
FORMS OF LETTER FOR INTEREST RATE CAP PROVIDER AND HEDGE COUNTERPARTY
PART I
NOTICE OF ASSIGNMENT OF INTEREST RATE CAP

To: [Wells Fargo Securities International Limited][Wells Fargo Bank NA London Branch]

[Date]

Dear Sirs,

Security Agreement dated [] between, among others, [Chargor] and [Security Agent]
(the "Security Agreement")

We hereby give you notice that we have assigned by way of security to Wells Fargo Bank N.A., London Branch (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][Wells Fargo Bank NA London Branch] and (2) [Chargor] (the "**Contract**") including all monies which may be payable in respect of the Contract.

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:
[Account details to be inserted]
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.

These instructions may not be revoked without the prior written consent of the Security Agent.

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,

.....

ACKNOWLEDGEMENT OF INTEREST RATE CAP COUNTERPARTY

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

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

Attention: Head of Relationship Management

We acknowledge receipt of a notice dated [] from [*Chargor*] (the "**Chargor**") 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][Wells Fargo Bank NA London Branch] and (2) [*Chargor*] (the "**Contract**").

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 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 Chargor 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 Chargor can terminate the relevant transaction(s) if the Agent (as defined in the Security Agreement) makes a demand under Clause [25.20] (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 Chargor 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][Wells Fargo Bank NA London Branch]

By:

Dated:

PART II

FORMS OF LETTER FOR HEDGE COUNTERPARTY

To: [Hedge Counterparty]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between, among others, [Chargor]
and [Security Agent] (the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption), to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights under any hedging agreements between you and us (the "**Hedging Agreements**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to the Hedging Agreements which the Security Agent may request from you; and
- (b) pay any sum payable by you under the Hedging Agreements to our account with [Account Bank to be inserted] at [], account number [], sort code [].

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

ACKNOWLEDGEMENT OF HEDGE COUNTERPARTY

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between, among others, [Chargor]
and [Security Agent] (the "Security Agreement")**

We confirm receipt from [Chargor] (the "Chargor") of a notice dated [] (the "Notice") in relation to the Hedging Agreements (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, the Hedging Agreements;
- (c) must pay any amount payable by us under the Hedging Agreements to the Chargor's account with [Account Bank to be inserted] at [], Sort Code [], Account No. []; and
- (d) must accept your instructions in relation to the Chargor's rights under the Hedging Agreements.

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

Yours faithfully,

.....

(Authorised signatory)

[Hedge Counterparty]

SCHEDULE 6
FORMS OF LETTER FOR INSURERS

To: [Insurer]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between, among others, [Chargor] and [Security Agent]
(the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption) to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of *[insert details of contract of insurance]* (the "**Insurance**").

We confirm that:

- (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance), unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance).

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Insurance requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

ACKNOWLEDGEMENT OF INSURER

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between, among others, [Chargor]
and [Security Agent] (the "Security Agreement")**

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [] (the "**Notice**") in relation to [*insert details of the contract of insurance*] (the "**Insurance**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Insurance as directed in the Notice.

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

Yours faithfully,

.....

(Authorised signatory)

[Insurer]

SCHEDULE 7

FORMS OF LETTER FOR DEVELOPMENT DOCUMENTS

To: [Development Document Counterparty]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between, among others, [Chargor] and [Security Agent]
(the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption) to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of [insert details of contract] (the "**Contract**").

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

ACKNOWLEDGEMENT OF COUNTERPARTY

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between, among others, [Chargor] and [Security Agent]
(the "Security Agreement")**

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [] (the "**Notice**") in relation to [insert details of the Development Document] (the "**Contract**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Contract as directed in the Notice.

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

Yours faithfully,

.....
(Authorised signatory)
[Contract counterparty]

SCHEDULE 8

FORMS OF LETTER FOR OTHER CONTRACTS

To: [Contract Counterparty]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between, among others, [Chargor]
and [Security Agent] (the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption) to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of [insert details of contract] (the "**Contract**").

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

PART II

ACKNOWLEDGEMENT OF COUNTERPARTY

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between, among others, [Chargor] and [Security Agent]
(the "Security Agreement")**

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [] (the "**Notice**") in relation to [insert details of the contract] (the "**Contract**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Contract as directed in the Notice.

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

Yours faithfully,

.....

(Authorised signatory)

[Contract counterparty]

SIGNATORIES

The Chargors

EXECUTED as a DEED by

LDC (Ferry Lane 2) Limited Partnership

acting through its general partners.

LDC (Ferry Lane 2) GP1 Limited acting)
by Lee L. Smith)
)

Director

in the presence of

Name of witness: GRACE SMITH

Signature of witness: [Redacted]

Address

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Occupation: Travel Educator

and

LDC (Ferry Lane 2) GP2 Limited acting)
by Lee L. Smith)
)

Director

in the presence of

Name of witness: GRACE SMITH

Signature of witness: [Redacted]

Address.

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Occupation: Travel Educator

EXECUTED as a DEED by

LSAV (Stapleton) Limited Partnership

acting through its general partners:

LSAV (Stapleton) GP1 Limited acting by)
LSA GP1)
)

Director

in the presence of:

Name of witness: GRACE SMITH

Signature of witness

Address.

Occupation Travel Solicitor

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

and

LSAV (Stapleton) GP2 Limited acting by)
LSA GP2)
)

Director

in the presence of:

Name of witness: GRACE SMITH

Signature of witness

Address

Occupation Travel Solicitor

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

EXECUTED as a DEED by

LSAV (Wembley) Limited Partnership

acting through its general partners.

LSAV (Wembley) GP1 Limited acting by

LSL L.L.P.

)
)
)

Director

in the presence of

Name of witness: GRAVE SMITH

Signature of witness.

Address:

Occupation: Travel Solicitor

BRYAN CAVE LEIGHTON PAISNER LL
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

and

LSAV (Wembley) GP2 Limited acting by

LSL L.L.P.

)
)
)

Director

in the presence of.

Name of witness. GRAVE SMITH

Signature of witness:

Address.

Occupation Travel Solicitor

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

EXECUTED as a DEED by

LDC (Stratford) Limited Partnership

acting through its general partners:

LDC (Stratford) GP1 Limited acting by

Joe L. P. L.

)
)
)

Director

in the presence of:

Name of witness: GRACE SMITH

Signature of witness:

Address:

Occupation: Travel Solicitor

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

and

LDC (Stratford) GP2 Limited acting by

Joe L. P. L.

)
)
)

Director

in the presence of

Name of witness: GRACE SMITH

Signature of witness

Address

Occupation: Travel Solicitor

BRYAN CAVE LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

EXECUTED as a DEED by

LDC (Ferry Lane 2) GP1 Limited acting)
by Joe L. Smith)
)

Director

in the presence of:

Name of witness GRAVE SMITH

Signature of witness: 

Address:

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Occupation Travel Solicitor

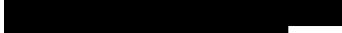
EXECUTED as a DEED by

LDC (Ferry Lane 2) GP2 Limited acting)
by Joe L. Smith)
)

Director

in the presence of:

Name of witness GRAVE SMITH

Signature of witness: 

Address:

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Occupation Travel Solicitor

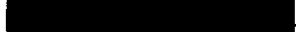
EXECUTED as a DEED by

LSAV (Stapleton) GP1 Limited acting by)
Joe L. Smith)
)

Director

in the presence of

Name of witness: GRAVE SMITH

Signature of witness 

Address:

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Occupation Travel Solicitor

EXECUTED as a DEED by

LSAV (Stapleton) GP2 Limited acting by

Lee L. Smith

)
)
)

Director



in the presence of

Name of witness: GRACE SMITH

Signature of witness

Address.

BRYAN CAVE LEIGHTON PAISNER LLP

ADELAIDE HOUSE

LONDON BRIDGE

LONDON EC4R 9HA

Occupation: Trainee Solicitor

EXECUTED as a DEED by

LSAV (Wembley) GP1 Limited acting by

Lee L. Smith

)
)
)

Director



in the presence of:

Name of witness: GRACE SMITH

Signature of witness

Address.

BRYAN CAVE LEIGHTON PAISNER LLP

ADELAIDE HOUSE

LONDON BRIDGE

LONDON EC4R 9HA

Occupation: Trainee Solicitor

EXECUTED as a DEED by

LSAV (Wembley) GP2 Limited acting by

Lee L. Smith

)
)
)

Director



in the presence of

Name of witness GRACE SMITH

Signature of witness

Address:

BRYAN CAVE LEIGHTON PAISNER LLP

ADELAIDE HOUSE

LONDON BRIDGE

LONDON EC4R 9HA

Occupation Trainee Solicitor

EXECUTED as a DEED by

LDC (Stratford) GP1 Limited acting by
for LDC)
)
)

Director [Redacted]

in the presence of

Name of witness: GRAVE SMITH

Signature of witness. [Redacted]

Address: BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Occupation: Travel Scheduler

EXECUTED as a DEED by

LDC (Stratford) GP2 Limited acting by
for LDC)
)
)

Director [Redacted]

in the presence of:

Name of witness: GRAVE SMITH

Signature of witness: [Redacted]

Address: BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Occupation: Travel Scheduler

EXECUTED as a DEED by

LDC (Ferry Lane 2) Management Limited Partnership

acting through its general partners:

LDC (Ferry Lane 2) GP3 Limited acting)
by J.E. Lison)
)

Director

in the presence of:

Name of witness: GRACE SMITH

Signature of witness:

Address:

Occupation: Travel Solicitor

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

and

LDC (Ferry Lane 2) GP4 Limited acting)
by J.E. Lison)
)

Director

in the presence of:

Name of witness: GRACE SMITH

Signature of witness

Address:

Occupation: Travel Solicitor

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

EXECUTED as a DEED by

LSAV (Stapleton) Management Limited Partnership

acting through its general partners:

LSAV (Stapleton) GP3 Limited acting by

for LSAV

)
)
)

Director

in the presence of.

Name of witness: GRAVE SMITH

Signature of witness.

Address.

Occupation. Travel Solicitor

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

and

LSAV (Stapleton) GP4 Limited acting by

for LSAV

)
)
)

Director

in the presence of:

Name of witness GRAVE SMITH

Signature of witness

Address

Occupation Travel Solicitor

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

EXECUTED as a DEED by

LSAV (Wembley) Management Limited Partnership

acting through its general partners:

LSAV (Wembley) GP3 Limited acting by)
Lee Lister)
)

Director

in the presence of.

Name of witness: GRACE SMITH

Signature of witness:

Address:

Occupation: Trainee Solicitor

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

and

LSAV (Wembley) GP4 Limited acting by)
Lee Lister)
)

Director

in the presence of.

Name of witness: GRACE SMITH

Signature of witness:

Address:

Occupation: Trainee Solicitor

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

EXECUTED as a DEED by

LSAV (Stratford) Management Limited Partnership

acting through its general partners:

LSAV (Stratford) GP3 Limited acting by)
27/05/2022)
)

[Redacted Signature]

Director

in the presence of

Name of witness. GRACE SMITH

Signature of witness: [Redacted Signature]

Address.

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Occupation. Travel Solicitor

and

LSAV (Stratford) GP4 Limited acting by)
27/05/2022)
)

[Redacted Signature]

Director

in the presence of

Name of witness. GRACE SMITH

Signature of witness [Redacted Signature] [Redacted Signature]

Address.

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Occupation Travel Solicitor

EXECUTED as a DEED by

LDC (Ferry Lane 2) GP3 Limited acting
by [Signature])
)
)

Director

in the presence of

Name of witness GRACE SMITH

Signature of witness:

Address:

Occupation Travel Solicitor

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

EXECUTED as a DEED by

LDC (Ferry Lane 2) GP4 Limited acting
by [Signature])
)
)

Director

in the presence of:

Name of witness GRACE SMITH

Signature of witness

Address

Occupation Travel Solicitor

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

EXECUTED as a DEED by

LSAV (Stapleton) GP3 Limited acting by
[Signature])
)
)

Director

in the presence of:

Name of witness GRACE SMITH

Signature of witness:

Address

Occupation Travel Solicitor

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

EXECUTED as a DEED by

LSAV (Stapleton) GP4 Limited acting by)
Joe Lister)
)

Director

in the presence of:

Name of witness GRACE SMITH

Signature of witness: 

Address

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Occupation: Trainee Solicitor


EXECUTED as a DEED by

LSAV (Wembley) GP3 Limited acting by)
Joe Lister)
)

Director

in the presence of:

Name of witness GRACE SMITH

Signature of witness: 

Address

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Occupation: Trainee Solicitor


EXECUTED as a DEED by

LSAV (Wembley) GP4 Limited acting by)
Joe Lister)
)

Director

in the presence of

Name of witness: GRACE SMITH

Signature of witness 

Address:

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Occupation: Trainee Solicitor

EXECUTED as a DEED by

LSAV (Stratford) GP3 Limited acting by)
for Limited)
)

Director

in the presence of:

Name of witness: GRACE SMITH

Signature of witness.

Address:

Occupation: Travel Solicitor

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

EXECUTED as a DEED by

LSAV (Stratford) GP4 Limited acting by)
for Limited)
)

Director

in the presence of

Name of witness: GRACE SMITH

Signature of witness.

Address:

Occupation: Travel Solicitor

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

The Security Agent

WELLS FARGO BANK N.A., LONDON BRANCH

By:



Address: 4th floor
90 Long Acre
London WC2E 9RA

Fax: +44(0) 20 7759 7672

Attention: Head of Relationship Management