



**Registration of a Charge**

Company Name: **LOFT BUYERCO LIMITED**

Company Number: **11728199**



XCI955E9

Received for filing in Electronic Format on the: **12/12/2023**

**Details of Charge**

Date of creation: **11/12/2023**

Charge code: **1172 8199 0005**

Persons entitled: **CBRE LOAN SERVICES LIMITED (THE "SECURITY AGENT")**

Brief description: **NOT APPLICABLE**

**Contains fixed charge(s).**

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

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

Certified by: **SIMMONS & SIMMONS LLP**



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

Company number: 11728199

Charge code: 1172 8199 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th December 2023 and created by LOFT BUYERCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th December 2023 .

Given at Companies House, Cardiff on 15th December 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

**EXECUTION VERSION**

# Subordinated Creditors Security Agreement

between

**The Persons Listed in Schedule 1**

as Original Chargors

and

**CBRE Loan Services Limited**

as Security Agent

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**THIS DEED** is dated 11 December 2023 and made

**BETWEEN:**

- (1) **THE PERSONS** listed in Schedule 1 (*Original Parties*), as chargors (the "**Original Chargors**");
- (2) **CBRE LOAN SERVICES LIMITED** (the "**Security Agent**")

**BACKGROUND:**

- (A) Pursuant to a subordinated creditors security agreement dated 30 November 2022 between the Chargors and the Security Agent (the "**Original Subordinated Creditors Security Agreement**"), each of the Chargors granted Security over certain assets in respect of, amongst other things, the Secured Liabilities (as defined below).
- (B) Each Chargor considers that the Security created by it under the Original Subordinated Creditors Security Agreement secures payment of the Secured Liabilities, but enters into this Deed in case it does not.
- (C) This Deed is supplemental to the Original Subordinated Creditors Security Agreement.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows:

1. **Interpretation**

1.1 **Definitions**

Terms defined in the Amended and Restated Facility Agreement (as defined below) shall, unless otherwise defined in this Deed or unless a contrary intention appears, bear the same meaning when used in this Deed and the following terms shall have the following meanings:

"**Additional Chargor**" means a person who becomes a Chargor by executing a Deed of Accession.

"**Amended and Restated Facility Agreement**" means the Original Facility Agreement as amended by the Amendment and Restatement Deed.

"**Amendment and Restatement Deed**" means the amendment and restatement deed dated on or around the date of this Deed between, among others, the Chargors and the Security Agent.

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

"**Charged Property**" means all of the assets of a Chargor which from time to time are, or are expressed to be, subject to the Transaction Security.

"**Chargor**" means an Original Chargor or any Additional Chargor.

"**Company**" means the Borrower.

“Deed of Accession” means a document substantially in the form of Schedule 3 (*Form of Deed of Accession*).

“Delegate” means any delegate or sub delegate appointed under Clause 15 (*Delegation*).

“Enforcement Event” means the occurrence of an Event of Default which is continuing.

“LPA” means the Law of Property Act 1925.

“Original Facility Agreement” means the facility agreement originally dated 23 November 2022 between, amongst others, the Borrower and the Security Agent (as agent and security agent) as amended by way of amendment letter dated 16 August 2023.

“Party” means a party to this Deed.

“Receiver” means a receiver, receiver or manager or administrative receiver of the whole or any part of the Charged Property.

“Related Rights” means, in respect of all or any part of any Charged Property or other 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 such Charged Property or other asset;
- (B) any moneys or proceeds paid or payable deriving from, or in relation to, such Charged Property or other asset;
- (C) any rights benefits, claims, guarantees, indemnities, contracts, remedies, Security or covenants for title in relation to such Charged Property or other asset;
- (D) all powers and remedies of enforcement and/or protection;
- (E) all causes and rights of action in respect of any breach and all rights to receive damages or obtain other relief in respect of such Charged Property or other asset; and
- (F) any other assets deriving from, or relating to, such Charged Property or other asset.

“Secured Liabilities” means all present and future moneys, debts, liabilities and obligations due, owing or incurred by any Transaction Obligor to the Secured Parties on any account whatsoever (in each case whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

“Secured Party” means the Security Agent, a Receiver or any Delegate.

“Security Period” means the period beginning on the date of this Deed and ending on the date on which the Security Agent is satisfied that all the Secured Liabilities have been irrevocably paid in full and that all facilities which might give rise to any Secured Liabilities have been terminated.

“Subordinated Debt”, in relation to a Chargor, has the meaning given to it in the Subordination Agreement entered into by that Chargor.

“Transaction Security” means the Security created or expressed to be created in favour of the Security Agent (on behalf of the Finance Parties), pursuant to this Deed or a Deed of Accession.

## 1.2 Construction

- (A) Any reference in this Deed to a “Finance Document” or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility under that Finance Document or other agreement or instrument.
- (B) The other provisions of clause 1.2 (*Construction*) of the Amended and Restated Facility Agreement shall apply to this Deed as if they were set out in full with all necessary changes.
- (C) A reference in this Deed to the singular includes the plural and vice versa.
- (D) Unless a contrary indication appears, a reference in this Deed to “Charged Property” includes any part of that Charged Property and the proceeds of that Charged Property.
- (E) Each of the undertakings given by a Chargor in this Deed remain in force from the date of this Deed (or, if it becomes a Party later, the date it becomes a Party) until the end of the Security Period.
- (F) Each representation and warranty expressed to be made by a Chargor in this Deed is made by a Chargor on the date of this Deed (or, if it becomes a Party later, the date it becomes a Party) and is deemed to be repeated on each day during the Security Period by reference to the facts and circumstances then existing.

## 1.3 Disposition of property

The terms of the other Finance Documents and of any agreement, document or side letter between the Parties are incorporated into this Deed to the extent required for any purported disposition of all or any part of any freehold or leasehold property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

## 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 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 or Delegate may, subject to this Clause 1.4 and the Third Parties Act, rely on any Clause of this Deed which expressly confers rights on it.



## 2. **Covenant to Pay**

Each Chargor shall pay or discharge each of the Secured Liabilities in the manner provided for in the Finance Documents.

## 3. **Creation of Security**

### 3.1 **Security generally**

All the Transaction Security:

- (A) is created in favour of the Security Agent;
- (B) is created over the present and future assets of each Chargor;
- (C) is security for the payment of all the Secured Liabilities; and
- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

### 3.2 **Limited Recourse**

Notwithstanding any other provision of this Deed, the recourse of the Security Agent or any Secured Party under this Deed shall at all times be limited to the Charged Property.

### 3.3 **Assigned Loan Agreements and Subordinated Debt**

- (A) Each Chargor, as continuing security for the payment, performance and discharge of the Secured Liabilities, as legal and beneficial owner hereby assigns and agrees to assign absolutely to the Security Agent by way of first fixed security all its present and future right, title, interest and benefit in and to:
  - (1) subject to a proviso for re-assignment on redemption, any present or future agreement or document evidencing any loan or bond receivable owed by any Obligor to that Chargor including all the agreements or documents specified in Schedule 2 (*Assigned Loan Agreements*) (the "Assigned Loan Agreements"); and
  - (2) the Subordinated Debt; including all monies payable to that Chargor and any claims, awards and judgments in favour of, or receivable or received by it under, in connection with, or pursuant to, any Assigned Loan Agreements.
- (B) To the extent that any such Assigned Loan Agreement or Subordinated Debt is not capable of assignment, the assignment of that right purported to be effected by Clause 3.2(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which such Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clauses 3.2(A) and 3.2(B) each Chargor charges by way of first fixed charge all of its rights under each agreement or document which creates Subordinated Debt to which it is a party with each other Obligor.

- (D) If a Chargor assigns an agreement or document under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement or document because a third party's consent has not been obtained:
- (1) such Chargor shall notify the Security Agent as soon as reasonably practicable;
  - (2) unless the Security Agent otherwise requires, such Chargor shall use all reasonable endeavours to obtain the consent as soon as practicable; and
  - (3) such Chargor shall promptly supply to the Security Agent a copy of the consent

### 3.4 Authorisations

Each Chargor charges by way of first fixed charge the benefit of all Authorisations held by it in relation to any Charged Property, together with the right to recover and receive compensation which may be payable to it in respect of any Authorisation.

## 4. Continuing Security

### 4.1 Continuing Security

The Transaction 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.

### 4.2 Additional Security

The Transaction Security:

- (A) is in addition to, and is not in any way prejudiced by, any other Security or other right now or subsequently held by any Finance Party; and
- (B) may be enforced against a Chargor without having recourse to any Finance Party.

## 5. Ranking

- 5.1 Where this Deed purports to create a first fixed Security, that Security will be a second ranking Security, ranking subject to the equivalent Security created by the Original Subordinated Creditors Security Agreement until such time as the Security created by the Original Subordinated Creditors Security Agreement ceases to have effect, at which time the Security purported to be created by this Deed shall be a first-ranking Security.
- 5.2 Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Subordinated Creditors Security Agreement and the same asset or right is expressed to be assigned again under this Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security created by the Original Subordinated Creditors Security Agreement ceases to have effect at a time when this Deed still has effect.

## 6. Further Assurance

- (A) Each Chargor must, as soon as reasonably practicable, 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)):

- (1) to perfect the Security created or intended to be created by the Transaction Security (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 Transaction Security) or for the exercise of any rights, powers and remedies of the Finance Parties provided by or pursuant to the Finance Documents or by law;
  - (2) to confer on the Security Agent or confer on the Finance Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security conferred or intended to be conferred by or pursuant to the Transaction Security; and/or
  - (3) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.
- (B) Each Chargor shall take all such action as is reasonably practicable and available to it (including making filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or any Finance Party by or pursuant to the Finance Documents.

## 7. **Restrictions on Dealing**

### 7.1 **Negative pledge**

The Chargors shall not, at any time during the Security Period, create or permit to subsist any Security over any Charged Property, nor do anything which is prohibited by clause 22.3 (*Negative pledge*) of the Amended and Restated Facility Agreement except as permitted by the Amended and Restated Facility Agreement.

### 7.2 **Disposals**

Each Chargor shall not (nor agree to) at any time during the Security Period, enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Charged Property except as permitted by the Amended and Restated Facility Agreement or with the prior written consent of the Security Agent.

## 8. **Assigned Loan Agreement**

### 8.1 **Rights**

- (A) Prior to the occurrence of an Enforcement Event, subject to the rights of the Security Agent under Clause 8.1(B), each Chargor shall diligently pursue its rights under each of its Assigned Loan Agreements, but only if and to the extent that the exercise of those rights in the manner proposed would not result in a Default.
- (B) Following the occurrence of an Enforcement Event, the Security Agent may exercise (without any further consent or authority on the part of the Chargors and irrespective of any direction given by the Chargors) any of such Chargor's rights under its Assigned Loan Agreements.

## 8.2 Notices of charge or assignment

- (A) Each Chargor shall, when requested by the Security Agent from time to time, deliver to the relevant Debtor (or procure the delivery of) a notice of assignment ("*Notice of Assignment*") duly executed by, or on behalf of, that Chargor in respect of all such Assigned Loan Agreements in the form set out in the Subordination Agreement.
- (B) After each Notice of Assignment has been served, such Chargor shall use reasonable endeavours to procure from each Debtor an acknowledgement in the form set out in the Subordination Agreement.

## 9. Representations

9.1 Each Chargor represents and warrants (on the date of this Deed (or, in the case of an Additional Chargor, on the date on which it becomes a party to this Deed as an Additional Chargor), and repeated on each date as set out in clause 17.34 (*Repetition*) of the Amended and Restated Facility Agreement) to the Security Agent for the benefit of each Finance Party that:

- (A) subject to the Legal Reservations and Perfection Requirements, this Deed:
  - (1) creates (or, once entered into, will create) in favour of the Security Agent, the Security which it is expressed to create, fully perfected and with the ranking and priority it is expressed to have;
  - (2) its payment obligations under this Deed rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally; and
  - (3) is not liable to be avoided or set aside on its liquidation, administration or otherwise; and
- (B) it is the absolute legal and beneficial owner of all the assets over which it purports to create any Security pursuant to this Deed.

9.2 Each Chargor makes the representations and warranties set out in clause 8 (Representations) of the Original Subordinated Creditors Security Agreement to each Finance Party on the date of this Deed (applied to the circumstances existing as at the date of this Deed) and except that references to the "Amended and Restated Facility Agreement" in that clause are to be construed as references to the Amended and Restated Facility Agreement.

## 10. Enforcement

### 10.1 When enforceable

The Transaction Security shall be immediately enforceable if an Enforcement Event is continuing and the Agent exercises its rights under clause 26.21 (*Acceleration*) of the Amended and Restated Facility Agreement.

### 10.2 Power of sale

The statutory powers of sale, of appointing a receiver and the other powers conferred on mortgagees by Section 101 of the LPA (*Powers incident to estate or interest of mortgagee*) as varied and extended by this Deed shall arise on the date of this Deed.

**10.3 Section 103 of the LPA**

Section 103 of the LPA (*Regulation of exercise of power of sale*) shall not apply to this Deed.

**10.4 Section 93 of the LPA**

Section 93 of the LPA (*Restriction on consolidation of mortgages*) shall not apply to this Deed.

**10.5 No liability as mortgagee in possession**

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

**10.6 Privileges**

The Security Agent, each Receiver and each Delegate is entitled to all the rights, powers and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA except that Section 103 of the LPA (*Regulation of exercise of power of sale*) shall not apply to this Deed.

**10.7 No duty to enquire**

No person dealing with the Security Agent, any Receiver or any Delegate shall be concerned to enquire:

- (A) whether the rights conferred by or pursuant to any Finance Document are exercisable;
- (B) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (C) otherwise as to the propriety or regularity of acts purporting or intended to exercise any such rights; or
- (D) as to the application of any money borrowed or raised.

**10.8 Protection to purchasers**

All the protection to purchasers contained in Sections 104 (*Conveyance on sale*) and 107 (*Mortgagee's receipts, discharges etc.*) of the LPA, Section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any Receiver or any Delegate.

**10.9 Financial collateral arrangements**

- (A) To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "Regulations") apply to any Charged Property, the Security Agent shall, after the Security has become enforceable have the right to appropriate any Charged Property which constitutes "financial collateral" (as defined in the Regulations) in or towards the satisfaction of the Secured Liabilities.

- (B) The value of any Charged Property appropriated in accordance with this Clause 10.9 shall be in the case of cash, the amount of the cash appropriated; and
- (C) Each Chargor agrees that the method of valuation provided for in this Clause 10.9 is commercially reasonable for the purposes of the Regulations.

## 11. **Receiver**

### 11.1 **Appointment of receiver**

- (A) The Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Charged Property if:
  - (1) the Transaction Security has become enforceable; or
  - (2) requested to do so by the Chargor.
- (B) Any appointment under Clause 11.1(A) may be by deed, under seal or in writing under hand.

### 11.2 **Removal**

The Security Agent may by writing under hand remove any Receiver appointed by it and may appoint a new Receiver in place of any Receiver whose appointment it may have terminated.

### 11.3 **Remuneration**

The Security Agent may determine the remuneration of any Receiver appointed by it and direct payment of that remuneration out of moneys received by it as Receiver. The maximum rate specified in section 109(6) of the LPA shall not apply to this Deed.

### 11.4 **Agent of Chargor**

- (A) Any Receiver will be deemed to be the agent of the Chargor for all purposes. Each Chargor alone is responsible for all contracts, engagements, acts, omissions, defaults, remuneration and all other costs, losses and expenses of a Receiver and for liabilities incurred by a Receiver.
- (B) The Security Agent will not incur any liability (either to a Chargor or any other person) by reason of its appointment of a Receiver or for any other reasons.

### 11.5 **Security Agent 's rights**

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Security Agent, whether or not the Security Agent shall have taken possession or appointed a Receiver of the Charged Property.

## 12. **Powers of Receiver**

### 12.1 **General**

- (A) A Receiver has all of the rights, powers and discretions set out below in this Clause 12 in addition to those conferred on it by any law, including all the rights, powers and

discretions conferred on a receiver under the LPA and a receiver or an administrative receiver under the Insolvency Act 1986.

- (B) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

## 12.2 Possession

A Receiver may take immediate possession of, get in and collect any Charged Property.

## 12.3 Borrow money

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

## 12.4 Sale of assets

- (A) A Receiver may sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (B) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- (C) Fixtures, other than fixtures of any landlord or of any tenant under a Lease Document, may be severed and sold separately from the property containing them without the consent of a Chargor.

## 12.5 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 a Chargor or relating in any way to any Charged Property.

## 12.6 Legal actions

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

## 12.7 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 Charged Property.

## 12.8 Subsidiaries

A Receiver may form a Subsidiary of a Chargor and transfer to that Subsidiary any Charged Property.

## 12.9 **Delegation**

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

## 12.10 **Other powers**

A Receiver may:

- (A) do all other acts and things which he may consider desirable or necessary for realising any Charged Property 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 Charged Property all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Charged Property; and
- (C) use the name of a Chargor for any of the above purposes.

## 13. **Power of Attorney**

### 13.1 **Appointment**

Each Chargor by way of security irrevocably appoints the Security Agent, any Receiver and any Delegate severally 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 may think fit:

- (A) to do anything which that Chargor is obliged to do under any Finance Document but which it has not done within any applicable grace period; and
- (B) to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Property or under any Finance Document, the LPA or the Insolvency Act 1986.

### 13.2 **Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney does or purports to do under its appointment under this Clause 13.

## 14. **Tacking**

The Security Agent shall comply with its obligations under the Finance Documents (including any obligation to make further advances).

## 15. **Delegation**

### 15.1 **Delegate and sub-delegates**

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

### 15.2 **Terms**

Any such delegation may be made upon any terms (including power to sub-delegate) as the Security Agent or any Receiver thinks fit.



### 15.3 **Liability**

Neither the Security Agent nor any Receiver will be in any way liable or responsible for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

## 16. **Preservation of Security**

### 16.1 **Reinstatement**

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

### 16.2 **Waiver of defences**

The obligations of each Chargor under the Transaction Security will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under the Transaction Security (and whether or not known to any Finance Party) including without limitation:

- (A) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (B) the release of any other Chargor 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 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 a Chargor or any other person;
- (E) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatever nature) or replacement of a Finance Document or any other document or security;
- (F) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (G) any insolvency or similar proceedings.

### 16.3 **Immediate recourse**

Each Chargor waives any right it may have of first requiring the Security Agent (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 the Transaction Security. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

#### 16.4 Limited recourse

Notwithstanding any other provision under this Deed, it is expressly agreed and understood that:

- (A) the sole recourse of the Secured Parties to the Chargors under this Deed is to the Chargors' interest in the Security Assets; and
- (B) the liability of the Chargors to the Secured Parties pursuant to or otherwise in connection with the Finance Documents shall be limited in aggregate to an amount equal to that recovered as a result of enforcement of this Deed with respect to the Transaction Security and satisfied only from the proceeds of sale or other disposal or realisation of the Transaction Security.

#### 16.5 Appropriations

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full, the Security Agent (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 it (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 a Chargor or on account of a Chargor's liability under the Transaction Security.

#### 16.6 Deferral of Chargor's rights

- (A) Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under the Transaction Security:
  - (1) to be indemnified by a Chargor or any other person;
  - (2) to claim any contribution from any other guarantor of a Chargor's obligations under the Finance Documents;
  - (3) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;
  - (4) to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which a Chargor has given a guarantee, undertaking or indemnity under any other Finance Document;
  - (5) to exercise any right of set-off against any Chargor or other person; and/or

(6) to claim or prove as a creditor of any Chargor or other person in competition with any Finance Party.

(B) 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 Finance Parties by the Chargors under or in connection with the Finance Documents to be repaid in full on trust for the Finance 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 34 (*Payment mechanics*) of the Amended and Restated Facility Agreement.

## 17. **Enforcement Expenses**

### 17.1 **Enforcement expenses**

Each Chargor shall, within five Business Days of demand, pay to the Security Agent the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by the Security Agent, any Receiver or any Delegate in connection with the enforcement of or the preservation of any right under the Transaction Security and any proceedings instituted by or against the any Finance Party as a consequence of taking or holding the Transaction Security or enforcing those rights.

### 17.2 **VAT**

Clause 12.7 (*Value added tax*) of the Amended and Restated Facility Agreement shall also apply to any amount payable under a Finance Document to any Receiver or Delegate with all necessary changes.

## 18. **Changes to the Parties**

### 18.1 **Assignments and transfer by the Chargors**

No Chargor may assign any of its rights or transfer any of its rights or obligations under the Transaction Security.

### 18.2 **Assignment and transfers**

Each Finance Party may assign any of its rights or transfer any of its rights or obligations under the Transaction Security to any person to which it is permitted to assign its rights or transfer any of its rights or obligations to under the terms of the Amended and Restated Facility Agreement.

## 19. **Payments**

### 19.1 **Payments**

All payments by a Chargor under the Transaction Security (including damages for its breach) shall be made in the currency in which the relevant amount is denominated, or if different, is payable and to such account, with such person and such other manner as the Security Agent may direct.

### 19.2 **Continuation of accounts**

(A) At any time if any subsequent Security affects any Charged Property or a petition is presented or resolution passed in relation to the winding-up of a Chargor, the

Security Agent may open a new account in the name of that Chargor (whether or not it permits any existing account to continue).

- (B) If the Security Agent does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred.
- (C) No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce any Secured Liabilities.

### 19.3 **Order of distributions**

All amounts received or recovered by the Security Agent or any Receiver or Delegate in the exercise of their rights under the Transaction Security shall be applied in the following order:

- (A) first, in or towards payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of its rights, including any remuneration and outgoings paid to it;
- (B) second, in or towards payment of the Secured Liabilities in the order selected by the Security Agent; and
- (C) third, in payment of any surplus to the relevant Chargor or other person entitled to it.

### 19.4 **No set-off by Chargors**

All payments to be made by a Chargor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

## 20. **Release of Security**

### 20.1 **Release**

At the end of the Security Period the Security Agent shall at the request and cost of the Chargors, take whatever action is reasonably necessary to release the Charged Property from the Security created by or expressed to be created by the Transaction Security.

### 20.2 **Retention**

If the Security Agent considers that any amount paid or credited to it under a Finance Document 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.

21. **Continuation**

- 21.1 Except insofar as supplemented hereby, the Original Subordinated Creditors Security Agreement will remain in full force and effect.
- 21.2 Each Chargor agrees that the execution of this Deed shall in no way prejudice or affect the Security granted by it (or the covenants given by it) under the Original Subordinated Creditor's Security Agreement.
- 21.3 This Deed is designated as a Finance Document and Security Document.

22. **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.

23. **Governing Law**

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

24. **Enforcement**

24.1 **Jurisdiction**

- (A) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligations 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 24.1 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

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

**SCHEDULE 1 : THE ORIGINAL CHARGORS**

<b>Name of Chargor</b>	<b>Registration Number</b>	<b>Jurisdiction of Incorporation or Establishment</b>
Loft Midco Limited	11727940	England and Wales
Loft Buyerco Limited	11728199	England and Wales
Attic Self Storage Limited	05999141	England and Wales
Loft DevFinco 2 Limited	13573424	England and Wales

SCHEDULE 2 : ASSIGNED LOAN AGREEMENTS

Date	Description	Parties
<i>[Intentionally left blank]</i>		

### SCHEDULE 3 : FORM OF DEED OF ACCESSION

**THIS DEED** is dated [ ] and made

**BETWEEN:**

- (1) [●], (the "Additional Chargor") registered in England and Wales as company number [●] and having its registered office at [●];
- (2) [●], (the "Company") (as agent for each of the Chargors under and as defined in the Security Agreement referred to below) registered in England and Wales as company number [●] and having its registered office at [●]; and
- (3) **CBRE LOAN SERVICES LIMITED**, (the "Security Agent") registered in England and Wales as company number [●] and having its registered office at [●].

**BACKGROUND:**

- (A) The Additional Chargor is a [wholly-owned] Subsidiary of the Borrower.
- (B) The [Company] has entered into a security agreement dated [ ] 20[ ] (the "Security Agreement") between the Borrower, the Chargors under and as defined in the Security Agreement and the Security Agent .
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Security Agreement. [The Additional Chargor will also, by execution of a separate instrument, become a party to the [Intercreditor Agreement] as an Obligor.]
- (D) It is intended that this document takes effect as a deed even though a Party may only execute it under hand.

**IT IS AGREED** as follows:

1. **Interpretation**

1.1 **Definitions**

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed.

1.2 **Construction**

The other provisions of clause 1.2 (*Construction*) of the Security Agreement apply to this Deed as if set out in full in this Deed with all necessary changes.

1.3 **Designation**

This Deed is a Finance Document.

2. **Accession**

With effect from the date of this Deed, the Additional Chargor:

- (A) will become a party to the Security Agreement as a Chargor;



- (B) will make all of the representations and warranties set out in the Security Agreement which are expressed to be made by a Chargor; and
- (C) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor.

### 3. **Creation of Security**

#### 3.1 **Security generally**

All the Security created, or expressed to be created, under this Deed:

- (A) is created in favour of the Security Agent ;
- (B) is created over the present and future assets of the Additional Chargor;
- (C) is security for the payment of all the Secured Liabilities; and
- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

#### 3.2 **Assigned Loan Agreements**

- (A) The Additional Chargor assigns absolutely to the Security Agent, subject to a proviso for re-assignment on redemption, all of its rights and interests in, to and under all the agreements or documents specified in Schedule 2 to this Deed (*Assigned Loan Agreements*) (the "Assigned Loan Agreements").
- (B) To the extent that any Assigned Loan Agreement is not capable of assignment, the assignment of that right purported to be effected by Clause 3.2 shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Additional Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clauses 3.2(A) and 3.2(B) the Additional Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party which the Additional Chargor and the Security Agent have designated as an "Assigned Loan Agreement" for the purposes of this Deed.

### 4. **Restrictions on Dealing**

#### 4.1 **Negative pledge**

The Additional Chargor shall not, at any time during the Security Period, create or permit to subsist any Security over any Charged Property, nor do anything prohibited by clause 20.3 (*Negative pledge*) of the Amended and Restated Facility Agreement, except as permitted by the Amended and Restated Facility Agreement.

#### 4.2 **Disposals**

The Additional Chargor shall not (nor agree to), at any time during the Security Period, enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Charged

Property except as permitted by the Amended and Restated Facility Agreement, or with the prior written consent of the Security Agent.

5. **Miscellaneous**

- (A) With effect from the date of this Deed:
- (B) the Security Agreement and this Deed shall be read and construed together as one deed;
- (C) the Security Agreement shall be read and construed as if the Additional Chargor had been an original party in the capacity of the Chargors (but so that the Security created on this accession will be created on the date of this Deed);
- (D) any reference in the Security Agreement to this Deed and similar phrases shall include this Deed and all references in the Security Agreement to a Schedule to that deed (or any part of it) will include a reference to the Schedule to this Deed (or relevant part of it); and
- (E) the Company, for itself and as agent for each of the other Chargors under the Security Agreement, agrees to all matters provided for in this Deed.

6. **Governing law**

This Deed and any non-contractual obligations and other matters arising from 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 TO DEED OF ACCESSION**

**ASSIGNED LOAN AGREEMENTS**

Date	Description	Parties
[ ]	[ ]	[ ]

**EXECUTION PAGE TO DEED OF ACCESSION**

**The Additional Chargor**

EXECUTED as a DEED by )  
[ ] )  
acting by )  
and )

Director:

Director/Secretary:

**[The Company**

EXECUTED as a DEED by )  
[ ] (for itself and as agent )  
for each of the other Chargors )  
party to the Security Agreement )  
referred to in this Deed) )  
acting by )  
and )

Director:

Director/Secretary:]

**The Security Agent**

**CBRE Loan Services Limited**

By:

EXECUTION PAGE TO SUBORDINATED CREDITORS SECURITY AGREEMENT

The Original Chargors

Executed as a Deed by )  
LOFT MIDCO LIMITED acting by )  
 )  
 )

a director

[Redacted Signature]

Richard David Hodsden  
Name:

and

[Redacted Signature]

Alastair Albert David Balfour  
Name:

a director

Executed as a Deed by )  
**LOFT BUYERCO LIMITED** acting by )  
 )  
 )

a director

  
Richard David Hodsden  
Name:

and

  
James Alexander Lanman  
Name.

a director

Executed as a Deed by  
**ATTIC SELF STORAGE LIMITED**

In the presence of:

Signature of witness:

Name of witness:

Address:

)  
)  
)  
( [REDACTED] Richard David Hodsden  
) .....  
) Director

Caroline Hodsdon

Executed as a Deed by )  
**LOFT DEVFINCO2 LIMITED** )  
acting by )  
 )  
 )

a director

 Richard David Hodsden  
Name:

and

 James Alexander Lanman  
Name:

a director



**The Security Agent**

**CBRE LOAN SERVICES LIMITED**

by: Moynul Islam

)  
)  
)

