

LL MR01

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



233785/13

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

You can use the WebFiling service to file this form online
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☒ **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 where the
instrument Use form LL M



A02 30/04/2014 #404
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
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

1 LLP details

LLP number

LLP name in full

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

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

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

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

5

Fixed charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

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Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP on behalf of the chargee X
29/04/2014

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

LL MR01

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Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the LLP's Registered Office address.

Contact name **RAJPREET LACHHAR**

LLP name **ALLEN & OVERY LLP**

Address **ONE BISHOPS SQUARE**

Post town **LONDON**

County/Region

Postcode **E 1 6 A D**

Country **ENGLAND**

DX **75 LONDON/CITY**

Telephone **020 3088 4265**



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

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



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For LLPs registered in England and Wales

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

For LLPs registered in Scotland.

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

For LLPs registered in Northern Ireland

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC389454

Charge code: OC38 9454 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th April 2014 and created by ELEPHANT AND CASTLE LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 30th April 2014

DX

Given at Companies House, Cardiff on 6th May 2014



Companies House



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

SHAREHOLDER'S SECURITY AGREEMENT

DATED *11 April* 2014

ELEPHANT AND CASTLE LLP

and

DEUTSCHE PFANDBRIEFBANK AG
as Security Agent

relating to
Elephant & Castle Shopping Centre and Hannibal House

*Except for one material redacted pursuant to
s 86(9) of the Companies Act 2006 I certify that
this is a correct copy of the original document.
Allen & Overy LLP*

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

CERTIFIED A TRUE COPY

29/04/2014

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THIS DEED is dated *11 April* 2014 and is made

BETWEEN

- (1) **ELEPHANT AND CASTLE LLP** (registered in England and Wales as a limited liability partnership under the Limited Liability Partnerships Act 2000 No OC389454) (the **Chargor**), and
- (2) **DEUTSCHE PFANDBRIEFBANK AG** (the **Security Agent**) as agent and trustee for the Finance Parties (as defined in the Credit Agreement defined below)

BACKGROUND

- (A) The Chargor enters into this Deed in connection with the Credit 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. INTERPRETATION

1.1 Definitions

In this Deed

Act means the Law of Property Act 1925

Credit Agreement means the £40,000,000 credit agreement dated *11 April* 2014 between (among others), the Borrower and the Security Agent

FinCo means Castle Properties Co Limited (registered in British Virgin Islands with registered number 1785222)

Obligor means the Chargor or an Obligor (as defined in the Credit Agreement)

Party means a party to this Deed

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

Register of Members means the register of members of FinCo

Registry means the Registry of Corporate Affairs in the British Virgin Islands

Related Rights means

- (a) any dividend or interest paid or payable in relation to any Shares, and
- (b) any right money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise

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 Obligor to any Finance Party under each Finance Document

Security Assets means all assets of the Chargor the subject of 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

Shares means all of the shares in the share capital of FinCo

1.2 Construction

- (a) Capitalised terms defined in the Credit Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The provisions of Clause 1.2 (Construction) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Credit Agreement will be construed as references to this Deed
- (c)
 - (i) A Finance Document or other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to that Finance Document or other agreement or instrument, including any change in the purpose of any extension of or any increase in the amount of a facility or any additional facility,
 - (ii) the term this **Security** means any security created by this Deed, and
 - (iii) a reference to any asset includes present and future properties, revenues and rights of every description
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period
- (e) If the Security Agent considers that an amount paid to a Finance 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
- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset

2. CREATION OF SECURITY

2.1 General

- (a) 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 Chargor,
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) The Security Agent holds the benefit of this Deed on trust for the Finance Parties

2.2 Shares

The Chargor charges by way of a first fixed charge

- (a) all the Shares owned by it or held by any nominee on its behalf, and
- (b) all Related Rights

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations

The Chargor makes the representations and warranties set out in this Clause to each Finance Party

3.2 Status

- (a) It is a limited liability partnership duly registered and validly existing under the Limited Liability Partnerships Act 2000
- (b) It has the power to own its assets and carry on its business as it is being conducted

3.3 Binding obligations

- (a) Subject to the Legal Reservations this Deed creates legal, valid, binding and enforceable obligations in respect of the Chargor
- (b) This Deed is in the proper form for its enforcement in the jurisdiction of its registration

3.4 Non-conflict

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

- (a) subject to the Legal Reservations, any law or regulation applicable to it,
- (b) its constitutional documents, or
- (c) any document which is binding upon it or any of its assets to an extent or in a manner which has or is reasonably likely to have a Material Adverse Effect

3.5 Powers and authority

It has the power to enter into and perform, and has taken all necessary action to authorise its entry into and performance of, this Deed and the transactions contemplated by this Deed

3.6 Authorisations

All authorisations required

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed, and
- (b) to make this Deed admissible in evidence in its jurisdiction of registration,

have been obtained or effected and are in full force and effect

3.7 Nature of security

Subject to the Legal Reservations, this Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise

3.8 Shares

- (a) The Shares are fully paid
- (b) The Shares represent all of the issued shares in FinCo.
- (c) The Chargor is the sole legal and beneficial owner of the Shares

3.9 No filing or stamp taxes

Except for registration of this Deed under the Companies Act 2006, with the Registry and entry of the particulars in the register of charges maintained by the Chargor, under the laws of its jurisdiction of registration it is not necessary that this Deed be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Deed or the transactions contemplated by this Deed

3.10 Times for making representations and warranties

- (a) The representations and warranties set out in this Deed are made on the date of this Deed
- (b) Each representation or warranty under this Deed is deemed to be repeated by the Chargor on the date of each Request, the Utilisation Date and the first day of each Interest Period
- (c) When a representation or warranty is repeated, it is applied to the circumstances existing at the time of repetition

4. RESTRICTIONS ON DEALINGS

Save as permitted under the Credit Agreement, the Chargor must not

- (a) create or allow to subsist any Security Interest (other than this Deed) on any Security Asset, or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset

5. SHARES

5.1 Deposit

The Chargor must

- (a) promptly 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 any Security Asset, and
- (b) promptly 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, following this Security becoming enforceable in accordance with Clause 6.1 (Event of Default), as the owner or otherwise obtain a legal title to any Security Asset

5.2 Changes to rights

Save as permitted under Clause 19.14(b) of the Credit Agreement, the Chargor must not take or allow the taking of any action on its behalf which may result in the rights attaching to any Security Asset being altered in a manner which is prejudicial to the interests of the Finance Parties under the Finance Documents or further shares in FinCo being issued

5.3 Calls

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

5.4 Other obligations in respect of Security Assets

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

5.5 Deliverables

The Chargor must deliver to the Security Trustee

- (a) an executed and undated letter of resignation and related letter of authorisation from each director or alternate director of FinCo in the form set out in Schedule 1 (Form of director's letter of resignation and letter of authorisation),
- (b) an executed letter of instruction from FinCo to its registered agent in the form set out in Schedule 2 (Form of letter of instruction), and
- (c) a certified true copy of the resolution passed by the members of FinCo on amending FinCo's memorandum of association and/or articles of association in the form set out in Schedule 3 (Form of members' resolutions) with evidence to the reasonable satisfaction of the Security Agent that an extract of such resolutions and/or an amended and

restated version of FinCo's memorandum of association and/or articles of association has been filed at the Registry

5.6 Register of Members

The Chargor must

- (a) within five Business Days after the date of execution of this Deed (i) procure that a notation of this Deed is made in the Register of Members pursuant to section 66(8) of the BVI Business Company Act, 2004 in respect of this Deed, (ii) procure that a copy of such annotated Register of Members is filed with the Registry and (iii) procure that the registered agent of the Company provide the Security Agent with a certified copy of such Register of Members, and
- (b) within ten Business Days from and including the date of execution of this Deed the Chargor shall deliver or procure to be delivered to the Security Agent a filed and stamped (by the Registry) copy of the relevant Register of Members referred to in paragraph (a) above

5.7 Voting rights

- (a) Before this Security becomes enforceable
 - (i) the voting rights, powers and other rights in respect of the Security Assets are freely exercisable by the Chargor; and
 - (ii) all dividends or other income paid or payable in relation to any Security Asset must be paid directly to the Chargor
- (b) After this Security has become enforceable, the Security Agent may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Security Asset, any person who is the holder of any Security Asset or otherwise

5.8 Financial Collateral

- (a) To the extent that the assets mortgaged or charged under this Deed constitute "financial collateral" and this Deed and the obligations of the 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 (SI 2003 No 3226)) 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 the financial collateral is listed or traded on a recognised exchange its value will be taken as the value at which it could have been sold on the exchange on the date of appropriation, or
 - (ii) in any other case, the value of the financial collateral will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment 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

6. WHEN SECURITY BECOMES ENFORCEABLE

6.1 Event of Default

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

6.2 Discretion

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders direct

6.3 Statutory powers

Any power of sale or 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

7. ENFORCEMENT OF SECURITY

7.1 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

7.2 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.

7.3 Privileges

Each Receiver and the Security Agent 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

7.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his 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

7.5 Redemption of prior mortgages

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

- (i) redeem any prior Security Interest against any Security Asset, and/or
 - (ii) procure the transfer of that Security Interest 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 or proven error, conclusive and binding on the Chargor
- (b) The Chargor must pay or cause to be paid 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

7.6 Contingencies

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

8. RECEIVER

8.1 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) the Chargor so requests the Security Agent in writing 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

8.2 Removal

The Security Agent may by writing under its hand 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

8.3 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

8.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the 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

Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver

- (b) No Finance Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

8.5 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

9. POWERS OF RECEIVER

9.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law, this includes 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 states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

9.2 Possession

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

9.3 Sale of assets

- (a) A Receiver may sell, 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 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

9.4 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 the Chargor or relating in any way to any Security Asset

9.5 Legal actions

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

9.6 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

9.7 Delegation

A Receiver may delegate his powers in accordance with this Deed

9.8 Other powers

A Receiver may.

- (a) do all other acts and things which he may consider desirable or necessary 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 would be capable of exercising if he were the absolute beneficial owner of that Security Asset, and
- (c) use the name of the Chargor for any of the above purposes

10. APPLICATION OF PROCEEDS

Any moneys received by the Security Agent or any Receiver after this Security has become enforceable must be applied in the following order of priority

- (a) in or towards payment of or provision for all costs and expenses incurred by the Security Agent or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed,
- (b) in or towards payment of or provision for the Secured Liabilities, and
- (c) in payment of the surplus (if any) to the Chargor or other person entitled to it

This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of any Finance Party to recover any shortfall from the Chargor

11. EXPENSES AND INDEMNITY

The Chargor must

- (a) promptly on written demand pay or cause to be paid, without double counting, all costs and expenses (including legal fees) incurred in connection with this Deed by any Finance Party, Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Deed including any arising from any actual or alleged breach by any person of any law or regulation, and
- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses

12. DELEGATION

12.1 Power of Attorney

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

12.2 Terms

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

12.3 Liability

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

13. FURTHER ASSURANCES

The Chargor must, at its own expense or at the expense of the Obligors, take whatever action the Security Agent or a Receiver may require for

- (a) creating, perfecting or protecting any security intended to be created by this Deed, or
- (b) following this Security becoming enforceable in accordance with Clause 61 (Event of Default), or as otherwise agreed between the Parties, 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 its delegates or sub-delegates in respect of any Security Asset

This includes

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Security Agent considers necessary

14. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed but has failed to do so. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause

15. PRESERVATION OF SECURITY

15.1 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

15.2 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, the liability of the Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred

15.3 Waiver of defences

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

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person,
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor
- (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 Obligor or any other person,
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any security,
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person,
- (f) any amendment of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security, or
- (h) any insolvency or similar proceedings

15.4 Immediate recourse

- (a) The Chargor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed
- (b) This waiver applies irrespective of any law or provision of a Finance Document to the contrary

15.5 Appropriations

Each Finance Party (or any trustee or agent on its behalf) may at any time during the Security Period

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) against the Secured Liabilities or apply and enforce them in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor will not be entitled to the benefit of such moneys, security or rights; and
- (b) hold in an interest bearing suspense account any moneys received from the Chargor or on account of the liability of the Chargor under this Deed until the Security Agent (at its discretion) determines that a sufficient amount is standing to the credit of that account that it is entitled to apply to enable the Senior Debt Discharge Date (as defined in the

Subordination Agreement) to occur, at which point it shall be applied against the Senior Debt (as defined in the Subordination Agreement)

15.6 Deferral of Chargor's rights

Unless the Security Period has expired or the Security Agent otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising under this Clause

- (a) to be indemnified by an Obligor,
- (b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents,
- (c) 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,
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Chargor has given a guarantee, undertaking or indemnity under this Clause,
- (e) to exercise any right of set-off against any Obligor, and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Finance Party

If the Chargor receives any benefit, payment or distribution in relation to such rights it must 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 Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and must promptly pay or transfer them to the Facility Agent or as the Facility Agent may direct for application in accordance with Clause 14 (Payments) of the Credit Agreement

15.7 Additional security

This Security is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party

16. CHANGES TO THE PARTIES

16.1 The Chargor

The Chargor may not assign or transfer any of its rights or obligations under this Deed without the prior consent of the Security Agent

16.2 The Finance Parties

- (a) Any Finance Party may assign or otherwise dispose of all or any of its rights under this Deed in accordance with the Finance Documents to which it is a party
- (b) References to the Security Agent in this Deed include any successor Security Agent appointed under the Credit Agreement

17. MISCELLANEOUS

17.1 Covenant to pay

- (a) The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents
- (b) The recourse of the Finance Parties to the Chargor in respect of its obligations under paragraph (a) is limited to the Security Assets

17.2 Tacking

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

17.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, the Finance Party may open a new account with the Chargor
- (b) If the Finance 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 the Finance Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability

18. RELEASE

At the end of the Security Period, the Finance Parties must, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets from this Security

19. NOTICES

19.1 Communications in writing

Any communication in connection with this Deed must be in writing and, unless otherwise stated, may be given in person, by post or fax

19.2 Addresses

- (a) The contact details for the Chargor for any communication to be made or delivered under or in connection with this Deed are

Address 6th Floor, Lansdowne House, Berkeley Square, London W1J 6ER
Fax number. +44 (0)207 448 1449
Attention Stafford Lancaster/Lesley Chen Davison

- (b) The contact details of the Security Agent for any communication to be made or delivered under or in connection with this Deed are the same as those set out in the Credit Agreement for the Security Agent
- (c) Any Party may change its contact details by giving five Business Days' notice to the Security Agent or (in the case of the Security Agent) to the other Party

- (d) Where the Security Agent nominates a particular department or officer to receive a communication, a communication will not be effective if it fails to specify that department or officer.

19.3 Effectiveness

- (a) Except as provided below, any communication in connection with this Deed will be deemed to be given as follows
 - (i) if delivered in person, at the time of delivery,
 - (ii) if posted, five Business Days after being deposited in the post, postage prepaid, in a correctly addressed envelope, and
 - (iii) if by fax, when received in legible form
- (b) A communication given under paragraph (a) above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place
- (c) A communication to the Security Agent will only be effective on actual receipt by it

19.4 English language

- (a) Any notice made given in connection with this Deed must be in English
- (b) Any other document provided under or in connection with this Deed must be
 - (i) in English, or
 - (ii) (unless the Security Agent otherwise agrees) accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a statutory or other official document

20. PARTIAL INVALIDITY

If, at any time, any term of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction that will not affect

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Deed, or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Deed.

21. REMEDIES AND WAIVERS

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

22. COUNTERPARTS

This Deed may be executed in any number of counterparts. 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 arising out of or in connection with it are governed by English law.

24. ENFORCEMENT

- (a) The English courts have exclusive jurisdiction to settle any dispute including a dispute relating to any non-contractual obligation arising out of or in connection with this Deed.
- (b) The English courts are the most appropriate and convenient courts to settle any such dispute in connection with this Deed. The Chaigoi agrees not to argue to the contrary and waives objection to those courts on the grounds of inconvenient forum or otherwise in relation to proceedings in connection with this Deed.
- (c) This Clause is for the benefit of the Security Agent only. To the extent allowed by law, the Security Agent may take
 - (i) proceedings in any other court, and
 - (ii) concurrent proceedings in any number of jurisdictions
- (d) References in this Clause to a dispute in connection with this Deed includes any dispute as to the existence, validity or termination of this Deed.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed

SCHEDULE 1

FORM OF DIRECTOR'S LETTER OF RESIGNATION AND LETTER OF AUTHORISATION

PART 1

FORM OF DIRECTOR'S LETTER OF RESIGNATION

To: The Directors
Castle Properties Co Limited (the "Company")
PO Box 71
Road Town, Tortola
British Virgin Islands

_____ 20____

Dear Sirs

Letter of Resignation

I am writing to resign as a director of the Company. I irrevocably confirm that I have no claims (whether under common law, contract, equity, statute or otherwise and whether present, future, actual, contingent or otherwise) against the Company, or its directors, officers, employees or shareholders in respect of loss of office as a director of the Company or to any claim for compensation for arrears of pay. To the extent that any such claim(s) may exist, I irrevocably and unconditionally waive it or them and release the Company and its directors, officers, employees and shareholders from any liability in respect thereof.

I also confirm that there is no outstanding agreement under which the Company has or could have any debt, liability or other obligation to me.

This resignation is to be effective as at the date hereof. You are hereby authorised to complete and date this letter by dating the same at any time after you are notified by Deutsche Pfandbriefbank AG that an Event of Default (as defined in the Shareholder's Security Agreement between Elephant and Castle LLP and Deutsche Pfandbriefbank AG dated ____ day of _____ 2014) has occurred.

Yours faithfully

[Director]

PART 2

FORM OF LETTER OF AUTHORISATION

To **Deutsche Pfandbriefbank AG**

_____ 2014

Dear Sirs

Authorisation re Letter of Resignation

You are hereby authorised to complete and date the letter of resignation I have deposited with you today in respect of my directorship of Castle Properties Co Limited by dating the same at any time after an Event of Default has occurred (as defined in the Shareholder's Security Agreement entered into between Elephant and Castle LLP and Deutsche Pfandbriefbank AG dated ____ day of _____ 2014

Yours faithfully

[Director]

SCHEDULE 2

FORM OF LETTER OF INSTRUCTION

[Letterhead of Castle Properties Co. Limited]

Harneys Corporate Services Limited
PO Box 71
Road Town
Tortola
British Virgin Islands
(the "Registered Agent")

[Date]

Dear Sirs

Castle Properties Co. Limited (the "Company"): Instructions to Registered Agent

We hereby notify you that pursuant to a Shareholder's Security Agreement (the "Charge") dated [] between Deutsche Pfandbriefbank AG (the "Security Agent") and Elephant and Castle LLP (the "Chargor"), the Chargor has granted a security interest in favour of the Security Agent over all the shares registered in its name in the Company and all other shares in the Company from time to time legally or beneficially owned by the Chargor in the Company (the "Shares")

Notwithstanding any express or implied provision of any agreement (written or oral or arising through custom or practice) between the Company and you, at any time after the Security Agent notifies you in writing that an Event of Default has occurred (as defined in the Charge) you are hereby irrevocably required, authorised and entitled to rely upon the instructions of the Security Agent to register the Security Agent or its nominee (as the Security Agent may direct) as the registered holder of the Shares pursuant to the Charge and to otherwise comply with any directions or instructions from the Security Agent in relation thereto. Such requirement, authorisation and entitlement to rely upon the instructions of the Security Agent shall terminate upon the discharge and release of the Charge and notification of the same to you in writing by the Security Agent

We instruct you to make an annotation of the existence of the Charge and the security interests created thereby in the Company's register of members. Such annotation shall only be removed following a release of the security interests created by the Charge and notification of the same to you in writing by the Security Agent

Please confirm by countersigning below that you agree to the above.

Yours faithfully

Authorised Signatory for and on behalf of the Company

Acknowledged and agreed

Authorised Signatory for and on behalf of Registered Agent

SCHEDULE 3

FORM OF MEMBERS' RESOLUTIONS

Castle Properties Co. Limited (the "Company")

WRITTEN RESOLUTIONS OF THE SOLE MEMBER OF THE COMPANY

WE THE UNDERSIGNED, being the Sole Member of the Company DO ADOPT the following resolutions:

1. Purpose

- 1.1 It was noted that in accordance with Article 8 of the Company's Memorandum and Articles of Association the members may amend the Company's Memorandum and Articles of Association.
- 1.2 It was noted that the Company wished to amend its Articles of Association

2. Resolutions

It is resolved that

- (a) A new Article 4.4(d) be added as follows
"no amendment to the memorandum and articles of association of the Company shall be made,"
- (b) The Company's registered agent, Harneys Corporate Services Limited, be and is authorised and directed to file with the Registrar of Corporate Affairs in the British Virgin Islands an extract of these resolutions

[]

for and on behalf of Elephant and Castle LLP

Date

SIGNATORIES

Chargor

**SIGNED as a DEED by
ELEPHANT AND CASTLE LLP**

By: [REDACTED]

Title: [REDACTED]

In the presence of: [REDACTED]

Address: [REDACTED]

Fax: [REDACTED]

Attention: [REDACTED]

Security Agent

DEUTSCHE PFANDBRIEFBANK AG

By: [REDACTED]

SIGNATORIES

Chargor

**SIGNED as a DEED by
ELEPHANT AND CASTLE LLP**

By:

Title:

In the presence of:

Address:

Fax

Attention:

Security Agent

DEUTSCHE PFANDBRIEFBANK AG

By

