



**Companies House**

**MR01**(ef)

**Registration of a Charge**

Company name: **DUNE HOLDINGS LIMITED**

Company number: **04150739**

Received for Electronic Filing: **03/10/2013**



X218EKNT

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**Details of Charge**

Date of creation: **01/10/2013**

Charge code: **0415 0739 0005**

Persons entitled: **BURDALE FINANCIAL LIMITED**

Brief description:

**Contains fixed charge(s).**

**Notification of addition to or amendment of charge.**

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**Authentication of Form**

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

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**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: **NORTON ROSE FULBRIGHT LLP**



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

Company number: 4150739

Charge code: 0415 0739 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st October 2013 and created by DUNE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd October 2013 .

Given at Companies House, Cardiff on 4th October 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Morten Rose Fulbright LLP

Sign & Dated 3/10/13

## PLEDGE AGREEMENT

**PLEDGE AGREEMENT** (as amended, supplemented, replaced, restated or otherwise modified from time to time, this "Agreement"), dated as of October 1, 2013, by and among **DUNE HOLDINGS LIMITED**, a company organized under the laws of England (the "Pledgor"), **DUNE LONDON INC.**, a New York corporation (the "Issuer"), and **BURDALE FINANCIAL LIMITED** (the "Pledgee");

### WITNESSETH:

**WHEREAS**, the Pledgee, the Pledgor and certain affiliates of the Pledgor (collectively with Pledgor, the "Borrowers") entered into that certain Facility Agreement, dated September 19, 2012 (as same may have been and hereafter may further be amended, supplemented, replaced, restated or otherwise modified from time to time, the "Facility Agreement"), pursuant to which, among other things, the Pledgee has extended certain financial accommodations to the Pledgor on the terms and conditions set forth in the Facility Agreement;

**WHEREAS**, as one of the conditions to continue making such financial accommodations to the Borrowers, Pledgee has required that Pledgor execute and deliver this Agreement; and

**WHEREAS**, in connection with the foregoing and to secure all of the Obligations (as defined below), Pledgor has agreed to pledge to Pledgee, all of the outstanding Equity Interests from time to time issued by the Issuer, which Pledgor now owns or in which Pledgor hereafter acquires an interest;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### 1. Definitions.

Any capitalized terms used without definition herein shall have the meanings assigned to them in the Facility Agreement. In addition to those terms defined elsewhere in this Agreement, the following terms shall have the following meanings wherever used in this Agreement:

"Applicable Law" shall mean all applicable provisions of all (a) constitutions, statutes, ordinances, rules, regulations and orders of all governmental and/or quasi-governmental bodies, (b) authorizations, consents, non-actions, approvals, licenses or exemptions of, registration or filing with, or report to, any governmental or quasi-governmental department, agency, body or other unit, and (c) order, judgments and decrees of all courts and arbitrators.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms "Controlling" and "Controlled" shall have meanings correlative thereto.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity interests in any Person, or any obligations convertible into or exchangeable for, or giving any Person a right, option or warrant to acquire such equity interests or such convertible or exchangeable obligations. The term "Equity Interests" shall also include any securities, instruments or equity distributions of any kind issuable, issued or received by a holder of such Equity Interests upon conversion of, in respect of, or in exchange for any other Equity Interests, including, but not limited to, those arising from a stock dividend, stock split, reclassification, reorganization, merger, consolidation, sale of assets or other exchange of securities or any dividends or other distributions of any kind upon or with respect to the Equity Interests.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, encumbrance, charge or security interest in or on such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Obligations" means all of each Borrower's indebtedness, liabilities and other obligations under the Facility Agreement and under the other Finance Documents, and all of each Borrower's indebtedness, liabilities and other obligations of every nature from time to time owed to Pledgee in connection with the Facility Agreement or any other Finance Document, including without limitation, each Borrower's obligations to perform all agreements, covenants, indemnifications and representations under the Facility Agreement and each other Finance Document to which it is a party, to pay all liabilities, interest, fees, costs and expenses owing by any Borrower to Pledgee under the Facility Agreement and each other Finance Document to which it is a party, whether primary or secondary, direct, contingent, fixed or otherwise, heretofore, now and from time to time hereafter owing, due or payable whether before or after the filing of a bankruptcy or insolvency proceeding (or similar proceeding) by or against any Borrower.

"Person" means any natural person, corporation, business trust, joint venture, association, company, limited liability company, partnership, governmental authority or other entity.

"Release Date" means the date that all of the Obligations have been indefeasibly paid in full in cash and the Facility Agreement and all of the other Finance Documents have been terminated.

"US Guaranty" means that certain Guaranty, dated as of the date hereof, by Issuer for the benefit of Pledgee, as amended, supplemented, replaced, restated or otherwise modified from time to time.

## 2. Pledge of the Equity Interests.

(a) Pledgor hereby pledges and collaterally assigns to Pledgee, and grants to Pledgee, a security interest in all of the outstanding Equity Interests from time to time issued by

Issuer which Pledgor now owns or in which Pledgor hereafter acquires an interest, including without limitation all of the Equity Interests listed on Exhibit A hereto, together with all proceeds and substitutions thereof, all cash, stock and other moneys and property paid thereon, all rights to subscribe for securities declared or granted in connection therewith, and all other cash and noncash proceeds of the foregoing (collectively, the "Pledged Equity Interests"), as security for the prompt performance of all of the Obligations and all of Pledgor's obligations under this Agreement.

(b) In furtherance of the pledge hereunder, Pledgor is delivering to the Pledgee (i) the certificate(s) representing all of the Pledged Equity Interests, each accompanied by an undated equity power duly executed by Pledgor in the form of Schedule I hereto or otherwise in form and substance satisfactory to Pledgee, (ii) a duly executed irrevocable proxy, in substantially the form of Schedule II hereto ("Irrevocable Proxy"), and (iii) a duly acknowledged equity interest registration page, in blank, from Issuer, substantially in the form of Schedule III attached hereto ("Registration Page"). Pledgor shall hereafter, as and when additional Pledged Equity Interests may be issued, created or certificated, immediately deliver to Pledgee: (i) a Pledge Amendment, duly executed by Pledgor, in substantially the form of Schedule IV hereto (a "Pledge Amendment") in respect of any such additional Pledged Equity Interests; (ii) all certificates evidencing such additional Pledged Equity Interests and duly executed instruments of transfer to be assigned in blank, substantially in the form of Schedule I attached hereto or otherwise in form and substance satisfactory to Pledgee (and prior to the delivery thereof to Pledgee, all such additional Pledged Equity Interests shall be held by Pledgor separate and apart from its other property and in express trust for Pledgee) and (iii) an Irrevocable Proxy in respect of such additional Pledged Equity Interests, in substantially the form of Schedule II hereto.

3. Retention of the Pledged Equity Interests. Except as otherwise expressly provided herein, the Pledgee shall have no obligation with respect to the Pledged Equity Interests or any other property held or received by the Pledgee hereunder, except to use reasonable care in storing the stock certificates (or their equivalents) representing the Pledged Equity Interests that may from time to time be delivered by Pledgor to Pledgee pursuant to this Agreement.

4. Rights of the Pledgor. Throughout the term of this Agreement, subject to Section 5 below during the existence of an Event of Default, Pledgor shall, in each case to the extent not prohibited by the Facility Agreement or any other Finance Document, (i) be permitted to receive all cash dividends, payments or other distributions made in respect of the Pledged Equity Interests, and (ii) to exercise all voting and other corporate, company or partnership rights with respect to any Pledged Equity Interests; *provided* however that, until the Release Date, no dividend, payment or distribution shall be received by Pledgor, no vote shall be cast by Pledgor, no consent given by Pledgor or action taken by Pledgor in each case which (a) would violate or breach the terms of this Agreement or any other Finance Document, (b) would frustrate or impair or be inconsistent with the provisions or intent of this Agreement or any other Finance Document, (c) could reasonably be expected to have the effect of impairing the rights or security interest of Pledgee in respect of the Pledged Equity Interests, or (d) result in a Default or Event of Default. In the event that, at any time and from time to time prior to the Release Date, Pledgor shall receive any dividends or distributions (other than any dividends or distributions expressly permitted by this Section 4) in respect of any of the Pledged Equity Interests or any

other Equity Interests subject to a Lien in favor of Pledgee, Pledgor shall be deemed to have received such dividends or distributions in trust for the benefit of the Pledgee, and Pledgor shall immediately deliver such dividends or distributions to the Pledgee (i) as additional collateral, or (ii) otherwise for application to the Obligations in accordance with the Facility Agreement.

5. Event of Default; Power of Attorney; Proxy and Remedies.

(a) Upon the occurrence and during the continuance of any Event of Default, the Pledgee (personally or through an agent) is hereby authorized and empowered to (i) transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Equity Interests, it being acknowledged by Pledgor and Issuer that such transfer and registration may be effected by Pledgee by the delivery of a Registration Page to Issuer reflecting Pledgee or its designee as the holder of such Pledged Equity Interests, or otherwise by Pledgee through its irrevocable appointment as attorney-in-fact pursuant to this Section 5; (ii) exercise all voting rights with respect to the Pledged Equity Interests, with full power of substitution to do so, (iii) exercise all other rights, powers, privileges and remedies to which a holder of the Pledged Equity Interests is entitled (including giving or withholding of written consents of stockholders or other equity holders, calling special meetings of such holders and voting at such meetings), (iv) collect and apply any funds or other property received or receivable in respect of the Pledged Equity Interests to the Obligations, and receive in its own name any and all further dividends and distributions (other than distributions to the extent expressly permitted by the Facility Agreement) which may be paid in respect of the Pledged Equity Interests, all of which shall, upon receipt by the Pledgee, be applied to the Obligations, (v) exercise all corporate and analogous rights with respect to the Pledged Equity Interests, including but not limited to rights of conversion, exchange, subscription or other rights, privileges or options pertaining to any of the Pledged Equity Interests, as if the Pledgee were the absolute owner thereof, (vi) upon the notice described in Section 5(e) below, effect any sale, transfer or disposition of all or any portion of the Pledged Equity Interests and in furtherance thereof, take possession of and endorse any and all checks, drafts, bills of exchange, money orders or other documents and instruments received on account of the Pledged Equity Interests, (vii) collect, sue for and give acquaintance for any money due on account of any of the foregoing, (viii) take any and all other action contemplated by this Agreement, or as otherwise permitted by law (including, without limitation, all rights of a secured party under the Uniform Commercial Code) and (ix) otherwise act with respect to the Pledged Equity Interests as though Pledgee was the outright owner thereof. To the extent that, during the continuance of any Event of Default, or otherwise to the extent in violation of any covenant contained in the Facility Agreement or any other Finance Document, Pledgor shall receive any dividends, distributions or other payments on or in respect of any of the Pledged Equity Interests, the same shall be delivered to the Pledgee for application to the Obligations then due and payable, and pending such delivery, such payments or proceeds shall be segregated from all other property or funds of the Pledgor and shall be deemed held in trust for the benefit of the Pledgee.

(b) Power of Attorney; Proxy

(i) PLEDGOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS PLEDGEE AS ITS PROXY AND ATTORNEY-IN-FACT FOR PLEDGOR WITH RESPECT TO THE PLEDGED EQUITY INTERESTS WITH THE RIGHT TO,

DURING THE CONTINUANCE OF AN EVENT OF DEFAULT AND PRIOR TO THE RELEASE DATE, TAKE ANY OF THE FOLLOWING ACTIONS (I) TRANSFER AND REGISTER IN ITS NAME OR IN THE NAME OF ITS NOMINEE THE WHOLE OR ANY PART OF THE PLEDGED EQUITY INTERESTS, (II) EXERCISE ALL VOTING RIGHTS WITH RESPECT TO THE PLEDGED EQUITY INTERESTS, WITH FULL POWER OF SUBSTITUTION TO DO SO, (III) EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF THE PLEDGED EQUITY INTERESTS IS ENTITLED (INCLUDING GIVING OR WITHHOLDING OF WRITTEN CONSENTS OF MEMBERS, CALLING SPECIAL MEETINGS OF MEMBERS AND VOTING AT SUCH MEETINGS), (IV) TAKE ANY OTHER ACTIONS SET FORTH IN SECTION 5(A) ABOVE, AND (V) TAKE ANY ACTION AND TO EXECUTE ANY INSTRUMENT WHICH PLEDGEE MAY DEEM NECESSARY OR ADVISABLE TO ACCOMPLISH THE PURPOSES OF THIS AGREEMENT. THE APPOINTMENT OF PLEDGEE AS PROXY AND ATTORNEY-IN-FACT IS COUPLED WITH AN INTEREST AND SHALL BE VALID AND IRREVOCABLE UNTIL THE RELEASE DATE. SUCH APPOINTMENT OF PLEDGEE AS PROXY AND ATTORNEY-IN-FACT SHALL BE VALID AND IRREVOCABLE AS PROVIDED HEREIN NOTWITHSTANDING ANY LIMITATIONS TO THE CONTRARY SET FORTH IN THE ARTICLES OF ORGANIZATION OR INCORPORATION, LIMITED LIABILITY COMPANY AGREEMENTS, BY-LAWS OR OTHER ORGANIZATIONAL DOCUMENTS OF PLEDGOR OR ISSUER OR THE GENERAL CORPORATE LAWS OF THE STATE OF NEW YORK. In order to further affect the foregoing transfer of rights in favor of Pledgee, Pledgee shall have the right, upon the occurrence and during the continuance of an Event of Default, to present to Issuer an Irrevocable Proxy and/or Registration Page.

(ii) Upon exercise of the proxy set forth herein, all prior proxies given by Pledgor with respect to any of the Pledged Equity Interests are hereby revoked, and no subsequent proxies will be given with respect to any of the Pledged Equity Interests. Pledgee, as proxy, will be empowered and may exercise the irrevocable proxy to vote the Pledged Equity Interests at any and all times during the existence of an Event of Default, including, but not limited to, at any meeting of shareholders, partners or members, as the case may be, however called, and at any adjournment thereof, or in any action by written consent, and may waive any notice otherwise required in connection therewith. To the fullest extent permitted by Applicable Law, Pledgee shall have no agency, fiduciary or other implied duties to any Loan Party or any other party when acting in its capacity as such proxy or attorney-in-fact. Pledgor hereby waives and releases any claims that it may otherwise have against Pledgee with respect to any breach or alleged breach of any such agency, fiduciary or other duty. Notwithstanding the foregoing appointment of Pledgee as proxy and attorney-in-fact, Pledgee shall have no duty to exercise any such right or to preserve the same and shall not be liable for any failure to do so or for any delay in doing so.

(c) Any transfer to Pledgee or its nominee, or registration in the name of Pledgee or its nominee, of the whole or any part of the Pledged Equity Interests, whether by the delivery of a Registration Page to Issuer or otherwise, shall be made solely for purposes of

effectuating voting or other consensual rights with respect to the Pledged Equity Interests in accordance with the terms of this Agreement and is not intended to effectuate any transfer of ownership of the Pledged Equity Interests. Notwithstanding any delivery or modification of a Registration Page or exercise of an Irrevocable Proxy, Pledgee shall not be deemed the owner of, or assume any obligations of the owner or holder of the Pledged Equity Interests unless and until Pledgee accepts such obligations in writing or otherwise takes steps to foreclose its security interest in the Pledged Equity Interests and become the owner thereof under Applicable Law (including via sale as described in this Section 6).

(d) The foregoing rights and powers granted to the Pledgee, and the foregoing appointment as attorney in fact and proxy, shall be fully binding upon any Person who may acquire any beneficial interest in any of the Pledged Equity Interests or any proceeds thereof.

(e) Pledgor hereby agrees that, in connection with any proposed sale or other disposition of any or all of the Pledged Equity Interests pursuant to this Agreement, ten (10) days' written notice of the time and place of such sale or disposition shall constitute reasonable notice under the Uniform Commercial Code.

6. Foreclosure; Sale of Pledged Equity Interests.

(a) Without limitation of Section 5 above, in the event that the Pledgee shall, in accordance with its rights under this Agreement, make any sale or other disposition of any or all of the Pledged Equity Interests during the continuance of an Event of Default, the Pledgee may also:

(i) offer and sell all or any portion of the Pledged Equity Interests by means of a private placement restricting the offer or sale to a limited number of prospective purchasers who meet such suitability standards as the Pledgee and its counsel may deem appropriate, and who may be required to represent that they are purchasing Pledged Equity Interests for investment and not with a view to distribution; and the Pledgor hereby acknowledges, confirms and consents that (A) the requirement to effect the offer and sale of Pledged Equity Interests in such manner may result in lower proceeds and/or less favorable terms than would otherwise be obtained if the subject Pledged Equity Interests were registered for public sale and sold by means of public offer and sale, (B) the Pledgee shall not be required to defer or delay any sale of Pledged Equity Interests in order to effect any registration thereof under applicable securities laws, even if the issuer is willing to effect such registration, and (C) the sale of Pledged Equity Interests in such manner shall not by reason thereof be deemed not to have been made in a commercially reasonable manner;

(ii) to the extent permitted by Applicable Law, purchase all or any portion of the Pledged Equity Interests for the Pledgee's own account at a price not less than the highest bona fide offer received therefor, which if effected in a manner in compliance with Applicable Law, shall be deemed to be a commercially reasonable disposition of the subject Pledged Equity Interests;



(iii) sell any or all of the Pledged Equity Interests upon credit or for future delivery, without being in any way liable for failure of the purchaser to pay for the subject Pledged Equity Interests; and

(iv) receive and collect the net proceeds of any sale or other disposition of any Pledged Equity Interests, and apply same in such order and to such of the Obligations (including the reasonable out-of-pocket costs and expenses of the sale or disposition of the Pledged Equity Interests) as the Pledgee may, in its absolute discretion, deem appropriate.

(b) Upon any sale of any of the Pledged Equity Interests in accordance with this Agreement, the Pledgee shall have the right to assign, transfer and deliver the subject Pledged Equity Interests to the purchaser(s) thereof, and each such purchaser shall be entitled to hold such Pledged Equity Interests absolutely free from any right or claim of the Pledgor and/or any other Person claiming any beneficial interest in the Pledged Equity Interests, including any equity of redemption (which right and all other such rights are hereby waived by Pledgor to the fullest extent permitted by law). The foregoing shall be without prejudice to any claims of Pledgor with respect to any damages suffered by Pledgor by reason of any sale of Pledgor's Pledged Equity Interests by the Pledgee in violation of Applicable Law.

(c) Nothing herein contained shall be deemed to require the Pledgee to effect any sale or disposition of any Pledged Equity Interests at any time, or to consummate any proposed public or private sale at the time and place at which same was initially called. It is the intention of the parties hereto that the Pledgee shall, subject to any further conditions imposed by this Agreement or by Applicable Law, at all times during the continuance of an Event of Default, have the right to use or deal with the Pledged Equity Interests as if the Pledgee were the outright owner thereof, and to exercise any and all rights and remedies, as a secured party in possession of collateral or otherwise, under any and all provisions of law. Pledgor hereby waives any requirement for marshalling of assets, or for the Pledgee to proceed against the Issuer, any guarantor of the Obligations, or any other collateral for the Obligations.

#### 7. Covenants, Representations and Warranties.

In connection with the transactions contemplated by this Agreement, and knowing that the Pledgee is and shall be relying hereon, Pledgor hereby covenants, represents and warrants that:

(a) this Agreement has been duly executed and delivered by Pledgor, and constitutes the legal, valid and binding obligation of Pledgor, enforceable against Pledgor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal debtor relief laws from time to time in effect which affect the enforcement of creditors' rights in general, and general limitations on the availability of equitable remedies;

(b) the execution, delivery and performance by Pledgor of this Agreement and the pledge hereunder of the Pledged Equity Interests do not and will not result in any violation of any material agreement, indenture, instrument, judgment, decree, statute, ordinance or other

governmental rule or regulation to which Pledgor or any property of Pledgor is subject or any securities law or other Applicable Law;

(c) Pledgor has the right and requisite authority to pledge, assign, transfer, deliver, deposit and set over the Pledged Equity Interests to Pledgee as provided herein;

(d) no consent or approval of any Person is or will be necessary for (i) the execution, delivery and performance of this Agreement by Pledgor, (ii) the pledge hereunder of the Pledged Equity Interests, or (iii) the exercise by the Pledgee of any rights or remedies hereunder with respect to the Pledged Equity Interests, except for such consents or approvals as have already been obtained;

(e) none of the Pledged Equity Interests have been issued or transferred in violation of any federal or state securities laws;

(f) all of the issued and outstanding Equity Interests of the Issuer are described on Exhibit A hereto, and all of such Equity Interests constitute Pledged Equity Interests and all of such Equity Interests are validly issued, fully paid and nonassessable; Pledgor is the sole record and beneficial owner of all of such Equity Interests with good, valid and marketable title thereto, free and clear of all pledges, Liens, security interests and other adverse claims (save and except for the pledge hereunder); the Pledged Equity Interests are the only Equity Interests in which Pledgor has any rights; Pledgor has not taken (and, during the effectiveness of this Agreement, will not take) any action to assign, transfer or encumber any of the Pledged Equity Interests or any interest therein, other than pursuant to this Agreement; and, without limitation of the foregoing, there are no restrictions on transfer or pledge of any of the Pledged Equity Interests contained in the certificate of formation, certificate of incorporation, bylaws, operating agreement, partnership agreement or other governing documents of the issuer thereof, or any shareholders' agreement or any other similar agreement or other such agreement binding on Pledgor or any of the Pledged Equity Interests;

(g) the execution and delivery of this Agreement creates a valid first priority Lien on and a security interest in favor of Pledgee in the Pledged Equity Interests and the proceeds thereof, securing the payment of all of the Obligations, subject to no other Lien;

(h) with respect to any Pledged Equity Interests that are uncertificated securities, the execution and delivery of this Agreement and the Pledge Acknowledgement and Control Agreement set forth in Section 14 hereto will perfect Pledgee's security interest in such Pledged Equity Interests and any proceeds thereof by Control;

(i) with respect to any Pledged Equity Interests that are certificated securities, the delivery of the certificate representing such Pledged Equity Interests endorsed to Pledgee or in blank will perfect Pledgee's security interest in such Pledged Equity Interests and any proceeds thereof by Control;

(j) Pledgor will, at its or his own expense, defend the Pledgee's right, title and security interest in and to Pledgor's Pledged Equity Interests against the claims of all other Persons; and Pledgor shall, at any time and from time to time, upon the written request of the

Pledgee, execute and deliver such further documents and take such further action as the Pledgee may reasonably request in order to effect the purposes of this Agreement;

(k) there are no subscriptions, warrants or other options exercisable with respect to the Pledged Equity Interests;

(l) except as otherwise expressly provided in the Facility Agreement, the Pledged Collateral is not the subject of any present or threatened suit, action, arbitration, administrative or other proceeding, and Pledgor knows of no reasonable grounds for the institution of any such proceedings; and

(m) Pledgor will furnish Pledgee such information concerning the Pledged Equity Interests as Pledgee may from time to time reasonably request, and will permit Pledgee or any designee of Pledgee, from time to time at reasonable times and on reasonable notice (or at any time without notice during the existence of an Event of Default), to inspect, audit and make copies of and extracts from all records and all other papers in the possession of Pledgor which pertains to such Pledged Equity Interests and will, upon request of Pledgee at any time when an Event of Default has occurred and is continuing, deliver to Pledgee all of such records and papers.

8. Release Date; Return of the Pledged Equity Interests. To the extent that the Pledgee shall not previously have taken, acquired, sold, transferred, disposed of or otherwise realized value on the Equity Interests in accordance with this Agreement, the lien of the Pledgee granted hereunder shall automatically be released and, promptly after receiving written request from Pledgor and at the reasonable cost of Pledgor, the Pledgee shall execute and deliver to Pledgor a satisfaction and release of the pledge of the Pledged Equity Interests hereunder, and return the Pledged Equity Interests in its possession to and in the name of the Pledgor at the Release Date. The foregoing notwithstanding, in the event and to the extent that any payment received by the Pledgee in respect of the Obligations is reduced or rescinded or is required to be repaid to the Borrowers or the Pledgor or to any trustee or other official on behalf of the Borrowers or the Pledgor or any other Person, then such Obligations shall be restored and the Pledgee shall be restored to its collateral position with respect to any and all Equity Interests theretofore returned hereunder.

9. Expenses of the Pledgee. All reasonable out-of-pocket expenses incurred by the Pledgee (including but not limited to reasonable attorneys' fees) in connection with this Agreement (including without limitation in connection with any actual or attempted sale or other disposition of the Pledged Equity Interests hereunder during the continuance of an Event of Default) shall constitute part of the Obligations secured hereunder and be payable by the Pledgor.

10. Further Assurances. From time to time hereafter, Pledgor shall take any and all such further action, and shall execute and deliver any and all such further documents and/or instruments, as the Pledgee may reasonably request in order to accomplish the purposes of and fulfill the Pledgee's obligations under this Agreement, including, but not limited to, in order to enable the Pledgee to exercise any of its rights hereunder, and/or in order to protect more fully the Pledgee's interest in the Pledged Equity Interests.

12. Lien Absolute. All rights of Pledgee hereunder, and all obligations of Pledgor hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Facility Agreement, any other Finance Document or any other agreement or instrument governing or evidencing any Obligations;

(b) any renewal, extension, change in the time, manner or place of payment of, or in any other term of, all or any part of the Obligations, or any other amendment or waiver of or any consent to any departure from the Facility Agreement, any other Finance Document or any other agreement or instrument governing or evidencing any Obligations;

(c) any exchange, release or non-perfection of any of the collateral securing all or any of the Obligations, or any release or amendment or waiver of or consent to departure from any guaranty for all or any of the Obligations;

(d) the insolvency of any Borrower or any guarantor of or obligor with respect to the Obligations; or

(e) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Pledgor.

13. Miscellaneous.

(a) All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally, by overnight courier, by facsimile transmission or mailed by first class postage prepaid to the parties at the following addresses or facsimile numbers:

If to the Pledgor, to:

Dune Holdings Limited  
9 Hatton Street  
London, England  
NW8 8PL  
Attention: Company Secretary  
Facsimile: +44 (0)207 724 7068

If to the Issuer, to:

Dune London Inc.  
c/o The Dune Group  
9 Hatton Street  
London, England  
NW8 8PL  
Attention: Company Secretary  
Facsimile: +44 (0)207 724 7068

If to the Pledgee, to:

Burdale Financial Limited  
5th Floor  
Bow Bells House  
1 Bread Street  
London, England  
EC4M 9BE  
Attention: Finance Director  
Facsimile: +44 845 641 8889

All such notices, requests and other communications will (i) if delivered personally, be deemed given at the time of such delivery, (ii) if sent by overnight courier to the address as provided herein, be deemed given on the next day Business Day after deposit thereof with the courier company with all charges prepaid or billed to the account of the sender, (iii) if delivered by facsimile transmission to the facsimile number as provided herein, be deemed given upon transmission, and (iv) if delivered by mail in the manner described above to the address as provided herein, be deemed given five (5) business days after being deposited in the mail. Any party from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice (in the manner herein provided) specifying such change to each other party hereto.

(b) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS, PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). PLEDGOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO PLEDGEE'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. PLEDGOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. PLEDGOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON PLEDGOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO PLEDGOR, AT THE ADDRESS PROVIDED FOR IN SECTION 13 IN THIS AGREEMENT OR CARE OF PLEDGOR AT THE ADDRESS OF ISSUER PROVIDED FOR IN SECTION 13 OF THIS AGREEMENT, AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED. THE SUBMISSION TO THE JURISDICTION OF THE COURTS REFERRED TO IN THIS SECTION SHALL NOT (AND SHALL NOT BE CONSTRUED SO AS TO) LIMIT THE RIGHT OF PLEDGEE TO TAKE PROCEEDINGS AGAINST PLEDGOR IN ANY OTHER COURT OF COMPETENT JURISDICTION (INCLUDING, WITHOUT LIMITATION, ANY COURT IN THE UNITED KINGDOM) NOR SHALL THE TAKING OF PROCEEDINGS IN ANY ONE OR MORE JURISDICTIONS PRECLUDE THE TAKING OF PROCEEDINGS IN ANY OTHER JURISDICTION, WHETHER CONCURRENTLY OR NOT.

(c) WAIVER OF JURY TRIAL. PLEDGOR AND PLEDGEE HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE

OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. PLEDGOR AND PLEDGEE ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. PLEDGOR AND PLEDGEE WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

(d) This Agreement may be executed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or other electronic communication, including by Portable Document Format (PDF), to this Agreement shall bind the parties to the same extent as would a manually executed counterpart. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Pledgor shall not, however, assign any of its rights or obligations hereunder without the prior written consent of the Pledgee. Except as otherwise referred to herein, this Agreement, and the documents executed and delivered pursuant hereto, and that certain Debenture, by Pledgor, certain affiliates of Pledgor and Pledgee, dated as of September 19, 2012 (as amended, supplemented, replaced, restated or otherwise modified from time to time, the "Debenture") constitute the entire agreement between the parties relating to the specific subject matter hereof. In the event of any conflict between the provisions of this Agreement and the Debenture and any corresponding or similar provisions of any other Finance Document, the provisions most beneficial to the Pledgee, as determined by the Pledgee in its sole discretion, shall prevail.

(e) Neither any course of dealing between Pledgor and the Pledgee nor any failure to exercise, or any delay in exercising, on the part of the Pledgee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege operate as a waiver of any other exercise of such right, power or privilege or any other right, power or privilege. The Pledgor's obligations hereunder shall not be affected or impaired by any amendment, waiver, indulgence, forbearance, deferral, postponement or other action taken, granted or omitted with respect to the Obligations or any other Person liable thereon or any other collateral therefor.

(f) The Pledgee's rights and remedies, whether hereunder or pursuant to any other agreements or by law or in equity, shall be cumulative and may be exercised singly or concurrently. Without limitation of the foregoing, the Pledgee shall not be required to proceed against any other Person or collateral prior to or as a condition to exercising its remedies under this Agreement.

(g) No change, amendment, modification, waiver, assignment of rights or obligations, cancellation or discharge hereof, or of any part hereof, shall be valid unless evidenced by a written agreement signed by the party to be charged therewith.

(h) The captions and paragraph headings in this Agreement are for convenience of reference only, and shall not in any way define, limit or describe the construction, terms or provisions of this Agreement.

(i) If any provision of this Agreement is held invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, such provision shall thereupon be deemed modified only to the extent necessary to render same valid, or not applicable to given circumstances, or excised from this Agreement, as the situation may require, and this Agreement shall be construed and enforced as if such provision had been included herein as so modified in scope or application, or had not been included herein, as the case may be.

(j) The Pledgor, Issuer and the Pledgee hereby designate this Agreement and the US Guaranty as Finance Documents for the purposes of the Facility Agreement.

14. Pledge Acknowledgment and Control Agreement.

Issuer hereby acknowledges and agrees to the provisions of this Agreement. Issuer represents and warrants to Pledgee that (i) this Agreement has been duly and validly authorized, executed and delivered by Issuer and constitutes the legal, valid and binding obligation of Issuer enforceable against Issuer in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by moratorium laws from time to time in effect and general equitable principles; (ii) as of the date hereof, Pledgor is the owner of record of all of the Equity Interests issued by Issuer as set forth on Exhibit A hereto, and the Pledged Equity Interests represent all of the Equity Interests of Pledgor in the Issuer and represent all of the Equity Interests issued by the Issuer; (iii) Issuer has no knowledge of any pledge of, or grant of security interest in, or adverse claims to, the Pledged Equity Interests (other than in favor of Pledgee); (iv) the execution, delivery and performance by the parties to this Agreement in accordance with its terms will not violate the organizational documents of Issuer or any other agreements or documents restricting the transfer or encumbrance of the Pledged Equity Interests to which Issuer is a party; and (v) Issuer has registered the Lien of Pledgee in the Pledged Equity Interests issued by Issuer in the books and records of Issuer.

Issuer will not recognize, acknowledge or permit the pledge, transfer, grant of Control or other disposition of the Pledged Equity Interests issued by Issuer (or any portion thereof) other than to or as requested by Pledgee. If Pledgor transfers any Pledged Equity Interests issued by Issuer to any Person in contravention of the terms of this Agreement, such transfer shall be void as against Issuer and Issuer shall not record such transfer on its books and records or treat such Person as the owner of such Pledged Equity Interests for any purpose. During the existence of an Event of Default, Issuer shall promptly comply with the instructions of Pledgee with respect to the Pledged Equity Interests issued by Issuer without the further consent or action of Pledgor, including, without limitation, instructions as to the transfer or other disposition of the Pledged Equity Interests, to pay and remit to Pledgee or its nominee all dividends, distributions and other amounts payable to Pledgor in respect of the Pledged Equity Interests (upon redemption of the Pledged Equity Interests, dissolution of Issuer or otherwise), and to transfer to, and register the Pledged Equity Interests in the name of, Pledgee or its

nominee or transferee. Issuer acknowledges and agrees that upon the delivery of any certificates representing the Pledged Equity Interests issued by Issuer endorsed to Pledgee or in blank, or to the extent the Pledged Equity Interests are not represented by certificates, upon the execution and delivery of this Agreement by the parties hereto, Pledgee shall have Control over the Pledged Equity Interests.

None of the terms or provisions of this Section 14 may be waived, altered, modified or amended except in writing duly signed by Issuer and Pledgee.

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IN WITNESS WHEREOF, the undersigned have hereby duly executed this Agreement as of the date first written above.

**PLEDGOR:**

DUNE HOLDINGS LIMITED

By:   
Title: DIRECTOR

**ISSUER:**

DUNE LONDON INC.

By:   
Title: SECRETARY

**PLEDGE:**

BURDALE FINANCIAL LIMITED

By: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have hereby duly executed this Agreement as of the date first written above.

**PLEDGOR:**

DUNE HOLDINGS LIMITED

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ISSUER:**

DUNE LONDON INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**PLEDGEE:**

BURDALE FINANCIAL LIMITED

By: \_\_\_\_\_  
Title: DIRECTOR, CREDIT RISK

## EXHIBIT A

### Membership Interests as of Closing Date

The following sets forth the Equity Interests issued by Issuer and held by Pledgor as of the Closing Date

<u>Pledgor</u>	Equity Interest Certificate <u>Number(s)</u>	Number of Equity Interests or <u>Equivalent*</u>	Percent of all of the outstanding Equity Interests issued by the <u>Issuer</u>
Dune Holdings Limited	1	100	100%

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## **SCHEDULE I**

### **Stock Power**

#### **STOCK POWER**

FOR VALUE RECEIVED, the undersigned, Dune Holdings Limited, a company organized under the laws of England ("Pledgor"), does hereby sell, assign and transfer to \_\_\_\_\_\* all of its Equity Interests (as hereinafter defined) represented by Certificate No(s). \_\_\_\_\_\* in Dune London Inc., a New York corporation ("Issuer") standing in the name of Pledgor on the books of said Issuer. Pledgor does hereby irrevocably constitute and appoint \_\_\_\_\_\*, as attorney, to transfer the Equity Interests in said Issuer with full power of substitution in the premises. The term "Equity Interest" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity interests in any person or entity, or any obligations convertible into or exchangeable for, or giving any person or entity a right, option or warrant to acquire such equity interests or such convertible or exchangeable obligations. The term "Equity Interests" shall also include any securities, instruments or equity distributions of any kind issuable, issued or received by a holder of such Equity Interests upon conversion of, in respect of, or in exchange for any other Equity Interests, including, but not limited to, those arising from a stock dividend, stock split, reclassification, reorganization, merger, consolidation, sale of assets or other exchange of securities or any dividends or other distributions of any kind upon or with respect to the Equity Interests.

Dated: \_\_\_\_\_\*

#### **PLEDGOR:**

**DUNE HOLDINGS LIMITED,**

a company organized under the laws of England

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*To Remain Blank

## **SCHEDULE II**

### **Irrevocable Proxy**

#### **IRREVOCABLE PROXY**

**(Interests of Dune London Inc., a New York corporation)**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby irrevocably (to the fullest extent permitted by law) appoints and constitutes BURDALE FINANCIAL LIMITED (the "Proxy Holder"), the attorney-in-fact and proxy of the undersigned with full power of substitution and resubstitution, to the full extent of the undersigned's rights with respect to the Pledged Equity Interests (as defined in the Pledge Agreement, defined below) which constitute the shares or other equity interests (the "Interests") of Dune London Inc., a New York corporation (the "Company"). Upon the execution hereof, all prior proxies given by the undersigned with respect to any of the Interests are hereby revoked, and no subsequent proxies will be given with respect to any of the Interests.

This proxy is irrevocable, is coupled with an interest and is granted pursuant to that certain Pledge Agreement dated as of October 1, 2013 (as amended, supplemented, replaced, restated or otherwise modified from time to time, the "Pledge Agreement") for the benefit of the Proxy Holder in consideration of the credit extended pursuant to that certain Facility Agreement dated as of September 19, 2012 by and between the Proxy Holder and the Company, as amended, supplemented, replaced, restated or otherwise modified from time to time. Capitalized terms used herein but not otherwise defined in this irrevocable proxy have the meanings ascribed to such terms in the Pledge Agreement.

The Proxy Holder named above will be empowered and may exercise this irrevocable proxy to, during the continuance of an Event of Default, take any of the following actions: (a) vote the Interests, with full power of substitution to do so, (b) exercise all other rights, powers, privileges and remedies to which a holder of the Interests is entitled (including giving or withholding written consents of members, calling special meetings of members and voting at such meetings) and (c) take any action and execute any instrument which the Proxy Holder may deem necessary or advisable to accomplish the purposes of the Pledge Agreement. This proxy is effective, automatically and without the necessity of any action (including any transfer of any Interests on the record books of the Company) by any Person (including the Company or any officer or agent thereof), upon the occurrence of an Event of Default. This proxy is coupled with an interest and shall be irrevocable until the Release Date and shall remain valid and irrevocable as provided herein notwithstanding any limitations to the contrary set forth in the Articles of Organization, Limited Liability Company Agreement or other organizational documents of the Company or the Limited Liability Company Act of the State of New York.

Any obligation of the undersigned hereunder shall be binding upon the heirs, successors and assigns of the undersigned (including any transferee of any of the Interests).

IN WITNESS WHEREOF, the undersigned has executed this irrevocable proxy  
as of this \_\_\_\_ day of \_\_\_\_\_, 2013.

**DUNE HOLDINGS LIMITED,**  
a company organized under the laws of England

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE III**

**Registration Page**

**Dune London Inc.**

**Membership Interest Ledger as of \_\_\_\_\_, \***

NAME	CERTIFICATE NO.	NUMBER OF INTERESTS

Acknowledged By:

DUNE LONDON INC.,  
a New York corporation

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

\*To Remain Blank - Not Completed at Closing

## **SCHEDULE IV**

### **PLEDGE AMENDMENT**

This Pledge Amendment, dated \_\_\_\_\_, \_\_\_\_ is delivered pursuant to Section 2(b) of the Pledge Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Pledge Agreement. The undersigned hereby certifies that the representations and warranties in Section 7 of the Pledge Agreement are and continue to be true and correct, both as to the Equity Interests pledged prior to this Pledge Amendment and as to the Equity Interests pledged pursuant to this Pledge Amendment. The undersigned further agrees that this Pledge Amendment may be attached to that certain Pledge Agreement, dated as of October 1, 2013, among the undersigned, as a Pledgor, Dune London Inc., a New York corporation ("Issuer"), and Burdale Financial Limited (as may be amended, supplemented, replaced, restated or otherwise modified from time to time, the "Pledge Agreement") and that the Equity Interests listed on this Pledge Amendment shall be and become a part of the Pledged Equity Interests referred to in the Pledge Agreement and shall secure all Obligations referred to and in accordance with the Pledge Agreement. Exhibit A of the Pledge Agreement shall be deemed amended to include the Equity Interests listed on this Pledge Amendment. The undersigned acknowledges that any Equity Interests issued by Issuer owned by the undersigned not included in the Pledged Equity Interests at the discretion of Pledgee may not otherwise be pledged by Pledgor to any other Person or otherwise used as security for any obligations other than the Obligations.

### **DUNE HOLDINGS LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**SCHEDULE IV – continued**

<u>Issuer</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization</u>	<u>Equity Interest Certificate Number(s)</u>	<u>Number of Interests or Equivalent*</u>
Dune London Inc.	Corporation	New York	[ ]	[ ]

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