



Registration of a Charge

Company name: **TITLESTONE DEVELOPMENT LENDING LIMITED**
Company number: **08819754**



X6lBYF1K

Received for Electronic Filing: **02/11/2017**

Details of Charge

Date of creation: **26/10/2017**
Charge code: **0881 9754 0001**
Persons entitled: **DEUTSCHE BANK AG. LONDON BRANCH**
Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **WE HEREBY 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 TRUE AND ACCURATE
COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

HERBERT SMITH FREEHILLS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8819754

Charge code: 0881 9754 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th October 2017 and created by TITLESTONE DEVELOPMENT LENDING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd November 2017 .

Given at Companies House, Cardiff on 6th November 2017

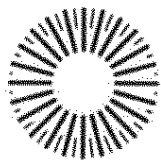
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



HERBERT
SMITH
FREEHILLS

EXECUTION VERSION

26 October 2017

TITLESTONE DEVELOPMENT LENDING LIMITED
as the Borrower

and

DEUTSCHE BANK AG, LONDON BRANCH
as the Security Agent

DEBENTURE

Herbert Smith Freehills LLP

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THIS DEED is made on 26 October 2017

BETWEEN:

- (1) **TITLESTONE DEVELOPMENT LENDING LIMITED** (a company registered in England and Wales (registered number 08819754) (the "**Borrower**"); and
- (2) **DEUTSCHE BANK AG. LONDON BRANCH** whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB as security trustee for the Secured Parties (the "**Security Agent**").

IT IS AGREED as follows:

1. **DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS**

1.1 **Definitions**

- 1.1.1 Terms defined in the Facility Agreement shall, unless otherwise defined in this Deed or unless a contrary intention appears, bear the same meaning when used in this Deed and the following terms shall have the following meanings:

"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage the Borrower's affairs, business and property.

"Accounts" means the Collection Account, the General Account, the Overdraft Account and any other account in the name of the Borrower.

"Ancillary Rights" means, in respect of each Mortgage Loan all rights and benefits of the Underlying Lender under the Mortgage Loan, including without limitation:

- (a) any entitlements to, rights to demand, sue for, recover and give receipts for all principal, interest and other sums due to or to become due with respect to such Mortgage Loan, including but not limited to arrears of interest, arrears of repayment of capital, arrears of insurance premia, ground rent and service charges payable on behalf of the relevant Mortgage Loan Borrower and ancillary fees;
- (b) any ancillary rights relating to such Mortgage Loan;
- (c) any rights and benefits under the Underlying Finance Documents applicable to such Mortgage Loan and rights to sue on all covenants and undertakings and rights to exercise any powers with respect thereto; and
- (d) to the extent that the same are assignable or a trust is capable of being declared over them, all causes and rights of action in connection with any report, valuation, opinion, certificate or consent given with respect to such Mortgage Loan.

"Assigned Agreements" means any present or future agreement, contract, deed, lease, underlease, tenancy, licence, undertaking, guarantee or other contract to which the Borrower is now or may in the future become a party, including the agreements specified in Part 3 of Schedule 1 (*Assigned Agreements*), any letter of credit issued in favour of the Borrower from time to time and any bill of exchange or other negotiable instrument held by the Borrower from time to time, but excluding the Equity Contribution Agreement.

"Charged Assets" means the assets mortgaged, charged or assigned pursuant to Clauses 3 (*Fixed Security*) and 4.1 (*Creation of Floating Charge*) of this Deed.

"Dangerous Substance" means any natural or artificial substance (whether in a solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any such other substance) capable of causing harm to the Environment or damaging the Environment or public health or welfare including any noxious, hazardous, toxic, dangerous, special or controlled waste or other polluting substance or matter.

"Debts" means all of the Borrower's present and future book and other debts, revenues and monetary claims, whether actual or contingent, and whether originally owing to the Borrower or purchased or acquired by it, and all things in action which may give rise to any debt, revenue or monetary claim and the benefit of any related Security, guarantee or other rights of any nature relating thereto and any proceeds of any of the above, except, in each case, those arising under the Underlying Finance Documents.

"Deposits" means all amounts (including interest) from time to time standing to the credit of the Accounts and the debts represented thereby.

"Facility Agreement" means the facility agreement between *among others* (1) the Borrower; (2) the Security Agent; and (3) Man Real Estate Debt Opportunities EU Designated Activity Company with its registered address at The Anchorage, 17-19 Sir John Rogerson's Quay, Dublin 2 and number 559988 as original lender dated on or about the date of this Deed.

"Insurance Policies" means all present and future contracts or policies of insurance (including life policies) in which the Borrower has an interest or in which it may from time to time have an interest (whether solely, jointly, as loss payee or otherwise).

"Insurance Proceeds" means all monies from time to time payable to the Borrower under or pursuant to the Insurance Policies, including (without limitation) the refund of any premiums.

"Intellectual Property Rights" means:

- (a) all of the property specified in Part 2 of Schedule 1 (*Intellectual Property*) (if any); and
- (b) all other patents, patent applications, trade marks and service marks (whether registered or not), trade mark and/or service mark applications, trade names, registered designs, design rights, copyrights, database rights, domain names, computer software, know-how, trade secrets, inventions and other intellectual property rights and interests (which may now or in the future exist), whether registered or unregistered, and the benefit of all applications and the rights to use such assets (which may now or in the future exist) and all Related Property Rights.

"Investments" means all of the Borrower's right, title, benefit and interest in all stocks, shares, bonds, notes, warrants and other securities of any kind whatsoever whether in bearer or registered form, and all other interests in any person and all Related Investment Rights whether the same are held directly by or to the order of the Borrower or by any trustee, fiduciary, clearance system (including any depository for any clearance system and any other person whose business is or includes the provision of clearance services or the provision of security accounts or any nominees or depository for any such person), custody system, settlement system (including Euroclear UK & Ireland Limited for the London Stock Exchange plc and the Central Gilts Office Service for transactions in gilt edged stocks and any nominees thereof) or custodian on behalf of the Borrower or whether the same have been delivered to or to the order of the Security Agent or its nominee including all Related Investment Rights, all Related Property Rights and all rights against any such trustee, fiduciary, clearance system or other person holding such to the order of the Borrower.

"LPA" means the Law of Property Act 1925.

"Mortgage" means a charge by way of legal mortgage of a Property relating to a Mortgage Loan.

"Real Property" means:

- (a) all of the freehold and/or leasehold property of the Borrower specified in Part 1 of Schedule 1 (*Real Property*) (if any);

- (b) all freehold and/or leasehold property or immovable property of the Borrower situate in England and Wales (other than the property referred to in paragraph (a));
- (c) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraphs (a) and (b) above; and
- (d) the Related Property Rights.

"Receiver" means any person appointed by the Security Agent to be a receiver or receiver and manager or administrative receiver of any property subject to the security created by this Deed.

"Related Investment Rights" means all allotments, rights, benefits and advantages (including all voting rights) at any time accruing, offered or arising in respect of or incidental to any Investment and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of Investments.

"Related Property Rights" means, where used in relation to a particular property, asset (or class of assets) or right, the following:

- (a) the proceeds of sale and/or other realisation of that property, asset (or class of assets) or right (or any part thereof or interest therein);
- (b) all Security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property, asset (or class of assets) or right; and
- (c) all rights under any lease, licence or agreement for lease, sale or use in respect of such property or asset.

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of any Substance into the Environment.

"Secured Liabilities" means all monies, obligations and liabilities covenanted to be paid or discharged pursuant to Clause 2 (*Covenants to Pay*).

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

"Substance" means any solid, liquid, gas, noise and any other substance or thing which causes or is likely to cause harm to the Environment or harm to human health.

"VAT" means United Kingdom Value Added Tax together with all interest and penalties relating thereto.

- 1.1.2 Unless a contrary intention appears, words defined in the Companies Act 2006 have the same meanings in this Deed.

1.2 Construction and Third Party Rights

- 1.2.1 Unless a contrary indication appears, any reference in this Deed to:

- (A) the singular includes the plural and vice versa;
- (B) the **"Security Agent"**, any **"Lender"** or any **"Secured Party"** shall be construed so as to include their successors in title, permitted assigns and permitted transferees;
- (C) **"assets"** includes present and future properties, revenues and rights of every description;

- (D) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- (E) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (F) a provision of law is a reference to that provision as amended or re-enacted;
- (G) a Clause or a Schedule is a reference to a clause of or schedule to this Deed;
- (H) this Deed shall be construed as references also to any separate or independent stipulation or agreement contained in it;
- (I) another agreement (including the Facility Agreement) shall be construed as a reference to such agreement as the same may have been modified, extended, amended, varied or supplemented or novated from time to time;
- (J) references to any form of property or asset (including a Charged Asset) shall include a reference to all or any part of that property or asset); and
- (K) the word **"including"** is without limitation.

1.2.2 Clause and Schedule headings are for ease of reference only.

1.2.3 The words **"other"**, **"or otherwise"** and **"whatsoever"** shall not be construed *eiusdem generis* or be construed as any limitation upon the generality of any preceding words or matters specifically referred to.

1.2.4 The terms of this Deed may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

1.3 Implied Covenants for Title

The obligations of the Borrower under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.4 Effect as a deed

This Deed is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Charged Assets in this Deed to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Deed are incorporated into this Deed.

1.6 Security Trust Provisions

The Security Agent holds the benefit of this Deed on trust for the Secured Parties in accordance with clause 28 (*The Agent and Security Agent*) of the Facility Agreement.

1.7 Facility Agreement

The terms of this Deed shall be subject to the provisions of the Facility Agreement and in the event of conflict the terms of the Facility Agreement shall prevail.

2. COVENANTS TO PAY

2.1 Covenant to Pay Secured Liabilities

The Borrower covenants that it shall on demand pay to the Security Agent all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred by it or any other Obligor to any Secured Party under or pursuant to the Finance Documents in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to a Secured Party or purchased (whether by assignment or otherwise) or acquired in any other way by it; denominated in sterling or any other currency; or incurred on any current or other banking account or in any other manner whatsoever.

2.2 Potential Invalidity

Neither the covenant to pay in Clause 2.1 (*Covenant to Pay Secured Liabilities*) nor the obligation to pay interest pursuant to Clause 2.3 (*Interest*) nor the security created by this Deed shall extend to or include any liability or sum which would, but for this Clause 2.2, cause such covenant, obligation or security to be unlawful under any applicable law.

2.3 Interest

2.3.1 The Borrower hereby agrees to pay to the Security Agent, in respect of any amount demanded from it in accordance with this Deed (to the extent that interest on such amount is not otherwise being paid pursuant to any agreement between the Borrower and the relevant Secured Party) interest from first demand by the Security Agent of the Borrower:

- (A) at the rate of interest payable or deemed to be payable by the Borrower in respect of the amount demanded as calculated and compounded in accordance with any agreement between the relevant Secured Party and the Borrower with respect to such amount; or
- (B) failing such agreement, at the rate per annum which is *four (4%)* per annum above the interest cost to the relevant Secured Party (as conclusively determined by that Secured Party) of funding the amount demanded, such interest being calculated daily on the basis of a **365** day year and compounded at monthly rests.

2.3.2 Such interest shall accrue due on a daily basis from the demand by the Security Agent until actual payment by the Borrower (both before and after any further demand or judgment or the liquidation of the Borrower).

3. FIXED SECURITY

3.1 Creation of Fixed Security

The Borrower charges to the Security Agent by way of fixed charge (which so far as relates to freehold or leasehold property in England and Wales vested in the Borrower at the date of this Deed shall be a charge by way of legal mortgage) with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of the Borrower's rights to and title and interest from time to time in any and each of the following:

- 3.1.1 the Real Property;

- 3.1.2 all plant, machinery, vehicles, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) and all Related Property Rights;
- 3.1.3 (to the extent that the same are not the subject of a fixed charge under Clause 3.1.4) all Debts;
- 3.1.4 all of the Borrower's rights to and title and interest from time to time to the Deposits;
- 3.1.5 all of its Investments;
- 3.1.6 all of its Intellectual Property Rights;
- 3.1.7 all goodwill and uncalled capital;
- 3.1.8 each Mortgage;
- 3.1.9 (to the extent not effectively assigned under Clause 3.2 (*Assignments*)) each Mortgage Loan, the indebtedness secured by the registered charge, the Underlying Finance Documents and all Ancillary Rights relating to them;
- 3.1.10 (to the extent not effectively assigned under Clause 3.2 (*Assignments*)) the Insurance Policies and the Insurance Proceeds; and
- 3.1.11 (to the extent not effectively assigned under Clause 3.2 (*Assignments*)) the Assigned Agreements and all Related Property Rights.

3.2 Assignments

The Borrower assigns to the Security Agent with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities, subject to a proviso for re-assignment on redemption, all of the Borrower's rights to and title and interest from time to time in:

- 3.2.1 the benefit of each Mortgage Loan, the Underlying Finance Documents and all Ancillary Rights relating to them;
- 3.2.2 the Insurance Policies (subject to obtaining any necessary consent to such assignment from any third party) and the Insurance Proceeds; and
- 3.2.3 the Assigned Agreements and all Related Property Rights.

4. FLOATING CHARGE

4.1 Creation of Floating Charge

4.1.1 The Borrower charges to the Security Agent by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of the Borrower's rights to and title and interest from time to time in the whole of its property, assets, rights and revenues, whatsoever and wheresoever, present and future, other than any property, assets, rights and revenues validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses 3.1 (*Creation of Fixed Security*) or 3.2 (*Assignments*).

4.1.2 The floating charge hereby created is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

4.2 Automatic Crystallisation of Floating Charge

Notwithstanding anything express or implied in this Deed, and without prejudice to any law which may have similar effect, if:

- 4.2.1 the Borrower creates or attempts to create any Security (other than any Security expressly permitted under the Facility Agreement) over all or any of the Charged Assets without the prior written consent of the Security Agent; or
- 4.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets; or
- 4.2.3 a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of the Borrower; or
- 4.2.4 an Administrator is appointed or any step intended to result in such appointment is taken,

then the floating charge created by Clause 4.1 (*Creation of Floating Charge*) will automatically (without notice) be converted into a fixed charge as regards all of the assets subject to the floating charge.

4.3 Crystallisation on Notice of Floating Charge

Notwithstanding anything express or implied in this Deed, the Security Agent may at any time:

- 4.3.1 following the occurrence of an Event of Default which is continuing; or
- 4.3.2 if the Security Agent considers in good faith that any of the Charged Assets are in danger of being seized or sold as a result of any legal process, are otherwise in jeopardy or the Security Agent reasonably believes that steps are being taken or have been taken which are likely or intended to lead to the appointment of an Administrator or the presentation of a petition for the winding up of the Borrower,

by giving notice in writing to that effect to the Borrower convert the floating charge created by Clause 4.1 (*Creation of Floating Charge*) into a fixed charge as regards any assets specified in such notice. The conversion shall take effect immediately upon the giving of the notice.

5. FURTHER ASSURANCE

- 5.1 The Borrower must promptly upon request by the Security Agent execute (in such form as the Security Agent may reasonably require) such documents (including assignments, transfers, mortgages, charges, notices and instructions) in favour of the Security Agent or its nominees and do all such assurances and things as the Security Agent may reasonably require for:

- 5.1.1 perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by this Deed;
- 5.1.2 conferring upon the Security Agent such security as it may require over the assets of the Borrower outside of England and Wales which if in England or Wales would form part of or be intended to form part of the Charged Assets;
- 5.1.3 facilitating, at any time on or after the occurrence of an Event of Default which is continuing, the realisation of all or any part of the assets of the Borrower; and
- 5.1.4 exercising all powers, authorities and discretions conferred on the Security Agent or any Receiver pursuant to this Deed or by law.

- 5.2 The Borrower shall, at any time, promptly upon request, execute over all or any of the Charged Assets, a charge by way of legal mortgage or legal sub-mortgage or legal assignment, as the case may be, in favour of the Security Agent in such form as the Security Agent shall require.

- 5.3 The Borrower shall take all such action as may be available to it for the purpose of creating, perfecting or maintaining the security created or intended to be created pursuant to this Deed including the obtaining of any necessary consent (in form and content satisfactory to the Security Agent) to enable its assets to be mortgaged, charged or assigned pursuant to this Deed. Immediately upon obtaining any necessary consent the asset concerned shall become subject to the security created by this Deed. The Borrower shall promptly deliver a copy of each such consent to the Security Agent.

6. GENERAL UNDERTAKINGS WITH RESPECT TO CHARGED ASSETS

- 6.1 The Borrower undertakes to the Security Agent with respect to the Charged Assets that:

6.1.1 Negative Pledge

it shall not, create or attempt to create or permit to subsist or arise any Security on, over or affecting the Charged Assets or any part of them, other than Security expressly permitted pursuant to the Facility Agreement;

6.1.2 Disposals

it shall not dispose of the Charged Assets or any part of them or agree so to do except in the case of disposals which are permitted by the Facility Agreement, and for these purposes the term "disposal" shall include any form of disposal of any interest in any asset including any conveyance, transfer, lease, assignment, sale, right to use or occupy, surrender, declaration of trust or the creation of any other form of legal or equitable interest in or over any asset or any option in respect of any of the foregoing;

6.1.3 Compliance with Laws

it shall at all times comply with all laws and regulations applicable to it and will obtain and maintain in full force and effect all consents, licences, approvals or authorisations of, exemptions by or registrations or declarations with, any governmental or other authority which may at any time be required with respect to any of the Charged Assets;

6.1.4 Subsequent Charges

without prejudice to Clause 6.1.1 (*Negative Pledge*), it shall procure that any Security created by the Borrower after the date of this Deed (otherwise than in favour of the Security Agent) shall be expressed to be subject to this Deed; and

6.1.5 Prejudicial Action

it shall not do or cause or permit to be done anything which may in any way reduce, jeopardise or otherwise prejudice the value to the Security Agent of the Charged Assets, other than as expressly contemplated by and in accordance with the Facility Agreement.

6.2 Notices of Charge and/or Assignment

- 6.2.1 The Borrower shall, on the date of this Deed,

(A) serve on each counterparty to an Assigned Agreement listed in Schedule 1 Part 3 which is not an Underlying Finance Document to which the Borrower is Party, and copy to the Security Agent, notices of assignment in respect of such Assigned Agreements and thereafter shall use reasonable endeavours to ensure that each counterparty acknowledges receipt of that notice, such notices and acknowledgements to be substantially in the applicable form as set out in the relevant schedule to this Deed; and

- (B) serve on the relevant account bank, and copy to the Security Agent, a notice of charge in respect of each Account and thereafter use reasonable endeavours to ensure that such account bank acknowledges receipt of that notice, such notices and acknowledgements to be substantially in the applicable form as set out in the relevant schedule to this Deed. The notice delivered under this Clause 6.2.1(B) in respect of the Collection Account shall designate the Collection Account as a "blocked" account; and

6.2.2 The Borrower shall (or the Security Agent may on its behalf) immediately after the occurrence of an Event of Default which is continuing, serve, and copy to the Security Agent, a notice of assignment on each counterparty to each Underlying Finance Document and use reasonable endeavours to ensure that each counterparty acknowledges receipt of that notice, such notices and acknowledgements to be substantially in the applicable form as set out in the relevant schedule to this Deed.

6.2.3 If the Borrower enters into any Transaction Document which is not an Underlying Finance Document, the Borrower shall, within three Business Days of entry into such Transaction Document failing which the Security Agent may on its behalf, serve on each counterparty to such Transaction Document with a copy to the Security Agent a notice of assignment and use reasonable endeavours to ensure that the counterparty acknowledges receipt of that notice, such notices and acknowledgements to be substantially in the applicable form as set out in the relevant schedule to this Deed.

6.3 Intellectual Property Rights

The Borrower shall, if requested by the Security Agent, execute all such documents and do all such acts as the Security Agent may reasonably require to record the interests of the Security Agent in any registers relating to registered Intellectual Property Rights.

6.4 Voting Rights and Other Matters

6.4.1 Prior to the occurrence of an Event of Default which is continuing and save as otherwise provided in this Clause 6.4, the Borrower shall exercise all voting rights in respect of the Investments provided that the Borrower shall not exercise (or direct the exercise of) any voting rights in any manner which may prejudice the value of, or the ability of the Security Agent to realise, the security over the Investments created pursuant to this Deed.

6.4.2 The Borrower shall not, without the prior written consent of the Security Agent, permit or agree to any variation of the rights attaching to or conferred by any of the Investments, participate in any rights issue, elect to receive or vote in favour of receiving any dividends or other distributions other than in the form of cash or participate in any vote concerning a members voluntary winding-up or a compromise or arrangement pursuant to sections 895-901 of the Companies Act 2006.

6.4.3 At any time on or after the occurrence of an Event of Default which is continuing, the Security Agent may (but is not obliged to) in such manner and on such terms as it sees fit (in the name of the Borrower or otherwise and without the need for further consent from the Borrower) by giving written notice to the Borrower:

- (A) exercise (or refrain from exercising) or direct the Borrower to exercise (or refrain from exercising) any voting rights in respect of the Investments; and/or

- (B) apply all dividends and other monies arising from the Investments in accordance with Clause 16 (*Application of Monies Received under this Deed*); and/or
- (C) without prejudice to any other provision of this Deed, transfer the Investments into the name of a nominee or transferee of the Security Agent as the Security Agent may require; and/or
- (D) exercise (or refrain from exercising) all or any of the powers and rights conferred upon or exercisable by the legal or beneficial owner of the Investments.

6.5 Liability of Security Agent

The Borrower agrees with the Security Agent that no Secured Party nor any Delegate or nominee will have any liability for:

- 6.5.1 failing to present any coupon or other document relating to any of the Investments;
- 6.5.2 accepting or failing to accept any offer relating to any of the Investments;
- 6.5.3 failing to attend or vote at any meetings relating to any of the Investments;
- 6.5.4 failing to notify the Borrower of any matters referred to in this Clause 6.5 or of any communication received by a Secured Party in relation to any of the Investments; or
- 6.5.5 any loss arising out of or in connection with the exercise or non-exercise of any rights or powers attaching or accruing to the Investments or which may be exercised by the Security Agent or any Delegate or nominee of the Security Agent under this Deed (whether or not on sale or other realisation of the Investments a better price could have or might have been obtained by either deferring or advancing the date of sale or realisation or otherwise).

7. UNDERTAKINGS AS TO CHARGE OVER BOOK AND OTHER DEBTS

7.1 Value of Debts

The Borrower undertakes to provide to the Security Agent promptly upon its reasonable request (and in a form acceptable to the Security Agent acting reasonably) a certificate showing the aggregate face value (including any accrued and unpaid interest or fees) of the Debts due to the Borrower from any source.

7.2 Realisation of Debts

During the Security Period, the Borrower undertakes with reference to the Debts:

- 7.2.1 to collect the Debts in the ordinary course of its business and (prior to the payment into the account specified in Clause 7.2.3) to hold the proceeds of those Debts on trust for the Security Agent;
- 7.2.2 not, without the prior consent in writing of the Security Agent, to sell, factor, discount, charge, assign, declare a trust over or otherwise dispose of or release, exchange, compound, set off or grant time or indulgence or otherwise deal with all or any of the Debts in favour of any other person or purport to do so (except as expressly permitted in the Facility Agreement);
- 7.2.3 to pay into the Collection Account or otherwise as the Security Agent may direct all monies which the Borrower may receive in respect of the Debts; and

- 7.2.4 save to the extent that the Security Agent otherwise agrees in writing not to withdraw any amounts (whether in the nature of principal or interest) standing to the credit of the account referred to in Clause 7.2.3 (save to the extent expressly permitted in the Facility Agreement).

7.3 Debts: Position after Default

After the occurrence of a Default the Borrower shall not, except with the prior written consent of the Security Agent, withdraw or otherwise transfer the proceeds of realisation of any Debts standing to the credit of any account except as expressly permitted in the Facility Agreement.

8. UNDERTAKINGS AS TO DEPOSITS

8.1 Deposits: Position before Default

- 8.1.1 Subject to clause 8.1.2, for so long as any of the Secured Liabilities remain outstanding, the Borrower shall not be entitled, without the Security Agent's prior written consent, to withdraw any of the money standing to the credit of any Account (save to the extent expressly permitted in the Facility Agreement).

- 8.1.2 At any time prior to the occurrence of a Default which is continuing or any of the Repeating Representations being incorrect, the Borrower shall be entitled to withdraw any credit amount referred to in the definition of Deposits from the General Account or the Overdraft Account.

8.2 Deposits: Position after Default

After the occurrence of an Event of Default which is continuing, the Borrower shall not be entitled to be paid, withdraw or otherwise transfer any credit amount referred to in Clause 8.1.2 except with the prior written consent of the Security Agent.

9. UNDERTAKINGS AS TO INTELLECTUAL PROPERTY RIGHTS

The Borrower shall:

- 9.1.1 take all necessary action to safeguard and maintain its rights, present and future, in or relating to Intellectual Property Rights (including the payment of all renewal fees and all steps which are necessary or desirable to maintain any applicable registrations with any appropriate registry or other government authority or body);
- 9.1.2 upon request, keep the Security Agent fully informed as to the registration or requirement to renew the registration of any Intellectual Property Rights;
- 9.1.3 not use or refrain from using its Intellectual Property Rights in a way which may adversely affect the value of those Intellectual Property Rights; and
- 9.1.4 notify the Security Agent promptly of any infringement or suspected infringement or any challenge to the validity of its Intellectual Property Rights and take all steps necessary to prevent or bring an end to any such infringement and to defend any such challenge.

10. RIGHTS OF THE SECURITY AGENT

10.1 Enforcement

At any time on or after the occurrence of an Event of Default which is continuing, the security created pursuant to this Deed shall be immediately enforceable and the Security Agent may in its absolute discretion and shall if so instructed by the Agent (subject in each case to the Security Agent being indemnified and/or secured and/or prefunded to its satisfaction) and without notice to the Borrower or the prior authorisation of any court:

10.1.1 enforce all or any part of the security created by this Deed and take possession of or dispose of all or any of the Charged Assets in each case at such times and upon such terms as it sees fit; and

10.1.2 whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions:

(A) conferred from time to time on mortgagees by the LPA (as varied or extended by this Deed) or by law; and

(B) granted to a Receiver by this Deed or from time to time by law.

10.2 Restrictions on Consolidation of Mortgages

Section 93 of the LPA shall not apply to this Deed or to any sale made under it. The Security Agent shall have the right to consolidate all or any of the security created by or pursuant to this Deed with any other security in existence at any time. Such power may be exercised by the Security Agent at any time on or after the occurrence of an Event of Default. The Borrower hereby consents to the Security Agent making an application to the Chief Land Registrar on Form CC for registration against any registered titles which may from time to time be subject to the Security created by this Deed (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the right to consolidate.

10.3 Restrictions on Exercise of Power of Sale

Section 103 of the LPA shall not apply to this Deed and the power of sale arising under the LPA shall arise on the date of this Deed (and the Secured Liabilities shall be deemed to have become due and payable for that purpose). The power of sale and other powers conferred by section 101 of the LPA as varied or extended by this Deed and those powers conferred (expressly or by reference) on a Receiver shall be immediately exercisable by the Security Agent at any time on or after the occurrence of an Event of Default.

10.4 Leasing Powers

The restrictions contained in sections 99 to 100 of the LPA shall not apply to restrict the rights of the Security Agent or any Receiver under this Deed. The statutory powers of leasing may be exercised by the Security Agent upon and following the occurrence of an Event of Default and the Security Agent and any Receiver may make any lease or agreement for lease and/or accept any surrenders of leases and/or grant options on such terms as it sees fit without the need to comply with the aforementioned restrictions.

10.5 No Prior Notice Needed

The powers of the Security Agent set out in Clauses 10.2 (*Restrictions on Consolidation of Mortgages*) to 10.4 (*Leasing Powers*) may be exercised by the Security Agent without prior notice to the Borrower.

10.6 Right of Appropriation

10.6.1 Without prejudice to the other provisions of this Deed, to the extent that any of the Charged Assets constitute "financial collateral", and this Deed and the obligations of the Borrower hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226) (the "**Regulations**")), the Security Agent shall at any time on and after the occurrence of an Event of Default have the right to appropriate all or any part of those Charged Assets in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of any such Charged Assets so appropriated shall be the market price of such Charged Assets at the time the right of appropriation is exercised as determined by the Security Agent by reference to such method or source of valuation as the Security Agent may select, including by independent valuation.

The parties agree that the methods or sources of valuation provided for in this Clause or selected by the Security Agent in accordance with this Clause shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

- 10.6.2 The Security Agent shall notify the Borrower as soon as reasonably practicable of the exercise of its right of appropriation as regards such of the Charged Assets as are specified in such notice.

11. EXONERATION

11.1 Exoneration

No Secured Party shall, nor shall any Receiver, by reason of it or the Receiver entering into possession of the Charged Assets or any part thereof, be liable to account as mortgagee in possession or be liable for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable; but every Receiver duly appointed by the Security Agent under this Deed shall for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the LPA save to the extent that the provisions of that Act are varied by or are inconsistent with the provisions of this Deed when the provisions of this Deed shall prevail and every such Receiver and the Security Agent shall in any event be entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA.

11.2 Indemnity

The Security Agent and every Receiver, attorney, Delegate, manager, agent or other person appointed by the Security Agent hereunder shall be entitled to be indemnified out of the Charged Assets or any part thereof in respect of all liabilities and expenses incurred by it or him in the execution of any of the powers, authorities or discretions vested in it or him pursuant to this Deed and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets or any part of them. The Security Agent and any such Receiver may retain and pay all sums in respect of which it is indemnified out of any monies received by it under the powers conferred by this Deed.

12. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

12.1 Appointment

- 12.1.1 At any time on or after the occurrence of an Event of Default, or at the request of the Borrower or its directors, the Security Agent may, without prior notice to the Borrower, in writing (under seal, by deed or otherwise under hand) appoint:

- (A) a Receiver in respect of the Charged Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his stead; or
- (B) one or more persons to be an Administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986.

- 12.1.2 Nothing in Clause 12.1.1 shall restrict the exercise by the Security Agent of any one or more of the rights of the Security Agent under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.

12.2 More than one Receiver

Where more than one Receiver is appointed, each joint Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that the Security Agent may specify to the contrary in the appointment.

12.3 Receiver as agent

A Receiver shall be the agent of the Borrower which shall be solely responsible for his acts or defaults and for his remuneration. No Receiver shall at any time act as agent of any Secured Party. No Secured Party shall incur any liability (either to the Company or to any other person) by reason of or in connection with the appointment of a Receiver.

12.4 Receiver's Remuneration

A Receiver shall be entitled to remuneration for his services at a rate to be determined by the Security Agent from time to time (and without being limited to any maximum rate specified by any statute or statutory instrument).

12.5 Actions of the Administrator

Save as provided for in statute or as otherwise agreed in writing by that Secured Party, no Secured Party shall have any liability for the acts or omissions of an Administrator.

13. RECEIVER'S POWERS

13.1 Powers

A Receiver shall have (and be entitled to exercise) in relation to the Charged Assets over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Deed):

13.1.1 all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);

13.1.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;

13.1.3 all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the Borrower itself could do or omit to do;

13.1.4 the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, the Borrower; the collection and/or realisation of Charged Assets in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of the Borrower (whether under hand, or by way of deed or by utilisation of the company seal of the Borrower).

13.2 Powers may be Restricted

The powers granted to a Receiver pursuant to this Deed may be restricted by the instrument (signed by the Security Agent) appointing him but they shall not be restricted by any winding-up or dissolution of the Borrower.

14. PROTECTION OF PURCHASERS

14.1 Absence of Enquiry

No person or persons dealing with the Security Agent or any Receiver appointed by it shall be concerned to enquire whether any event has happened upon which any of the powers in this Deed are or may be exercisable or otherwise as to the propriety or regularity of any exercise of such powers or of any act purporting or intended to be an exercise of such powers or whether any amount remains secured by this Deed. All the protections to purchasers and persons dealing with receivers contained in sections 104, 107 and 109(4) of the LPA shall apply to any person purchasing from or dealing with the Security Agent or any such Receiver.

14.2 Receipt: Conclusive Discharge

The receipt of payment by the Security Agent or any Receiver shall be a conclusive discharge to any purchaser of the Charged Assets.

15. POWER OF ATTORNEY AND DELEGATION

15.1 Power of Attorney: General

The Borrower hereby irrevocably and by way of security appoints the Security Agent and any Receiver severally to be its attorney in its name and on its behalf and as its act and deed:

- 15.1.1 to execute and deliver any documents or instruments which may be required for perfecting the title of the Security Agent to the Charged Assets or for vesting the same in the Security Agent, its nominee or any purchaser;
- 15.1.2 to sign, execute, seal and deliver and otherwise perfect any further security document which the Borrower is required to enter into pursuant to this Deed;
- 15.1.3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Agent or any Receiver under this Deed or which the Borrower is required to do pursuant to this Deed or which may be deemed expedient by the Security Agent or a Receiver in connection with any preservation, disposition, realisation or getting in by the Security Agent or such Receiver of the Charged Assets or in connection with any other exercise of any other power under this Deed.

15.2 Power of Attorney: Ratification

The Borrower ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney mentioned in this Clause 15 (*Power of Attorney and Delegation*) does or purports to do in exercise of the powers granted by this Clause.

15.3 General Delegation

- 15.3.1 The Security Agent and any Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this Deed (including the power of attorney) on such terms and conditions as it or he shall see fit which shall not preclude exercise of those powers, authorities or discretions by it or him or any revocation of the delegation or any subsequent delegation.
- 15.3.2 Provided that the Security Agent exercises due care whenever delegating the powers, authorities or discretions conferred on it or him by this Deed (including the power of attorney), it shall incur no liability for the act of any delegate so appointed in exercising those powers, authorities or discretions.

16. APPLICATION OF MONIES RECEIVED UNDER THIS DEED

Any monies received under the powers hereby conferred shall, subject to the repayment of any claims having priority to this Deed and to any applicable statutory requirement as to (i) the payment of preferential debts or (ii) the payment of unsecured creditors in accordance with section 176A Insolvency Act 1986, be applied for the following purposes and in the following order of priority:

- 16.1.1 in satisfaction of all costs, charges and expenses and payments (including payments made in accordance with paragraphs (i), (ii) and (iii) of section 109(8) of the LPA) made or incurred by the Security Agent, any Delegate or the Receiver and of remuneration to the Receiver in such order as the Security Agent shall in its absolute discretion decide; and

16.1.2 thereafter, in accordance with clause 29 (*Application of Proceeds*) of the Facility Agreement,

save that the Security Agent may credit any monies received under this Deed to a suspense account for so long and in such manner as the Security Agent may from time to time determine and the Security Agent may retain the same for such period as he considers appropriate.

17. RELEASE OF SECURITY

17.1 Release

At the end of the Security Period the Security Agent shall, at the request and cost of the Borrower, execute or procure the execution by its nominee (in each case in a form acceptable to the Security Agent) and do all such deeds, acts and things as are necessary to release and/or reassign the Charged Assets from the security created by or in accordance with this Deed and take whatever action is necessary to release and cancel the security created or expressed to be created by this Deed.

17.2 Avoidance of Payments

17.2.1 No amount paid, repaid or credited to a Secured Party shall be deemed to have been irrevocably paid if the Security Agent considers that the payment or credit of such amount is capable of being avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws.

17.2.2 If any amount paid, repaid or credited to a Secured Party is avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws then any release, discharge or settlement between that Secured Party and the Borrower shall be deemed not to have occurred and the Security Agent shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

18. AMOUNTS PAYABLE

18.1 No Deduction

All payments to be made by the Borrower under this Deed shall be made without any set-off, counterclaim or equity and (subject to the following sentence) free from, clear of and without deduction for any taxes, duties, levies, imposts or charges whatsoever, present or future. If the Borrower is compelled by the law of any applicable jurisdiction (or by an order of any regulatory authority in such jurisdiction) to withhold or deduct any sums in respect of taxes, duties, levies, imposts or charges from any amount payable to a Secured Party under this Deed or, if any such withholding or deduction is made in respect of any recovery under this Deed, the Borrower shall pay such additional amount so as to ensure that the net amount received by that Secured Party shall equal the full amount due to it under the provisions of this Deed (had no such withholding or deduction been made).

18.2 Currency of Payment

The obligation of the Borrower under this Deed to make payments in any currency shall not be discharged or satisfied by any tender, or recovery pursuant to any judgment or otherwise, expressed in or converted into any other currency, except to the extent that tender or recovery results in the effective receipt by a Secured Party of the full amount of the currency expressed to be payable under this Deed.

18.3 Currency Indemnity

18.3.1 If any sum due from the Borrower under this Deed (a "Sum"), or any order, judgment or award given or made in relation to a Sum, has to be converted from

the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

- (A) making or filing a claim or proof against the Borrower;
 - (B) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings; or
 - (C) applying the Sum in satisfaction of any of the Secured Liabilities,
- the Borrower shall, as an independent obligation, within three Business Days of demand, indemnify the relevant Secured Party against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that Secured Party at the time of its receipt of that Sum.

18.3.2 The Borrower waives any right it may have in any jurisdiction to pay any amount under this Deed in a currency unit other than that in which it is payable.

19. **POWER OF SEVERANCE**

In the exercise of the powers conferred by this Deed, the Security Agent or any Receiver may sever and sell plant, machinery or other fixtures separately from the property to which they may be annexed and the Security Agent or any Receiver may apportion any rent or other amount without the consent of the Borrower.

20. **REPRESENTATIONS AND WARRANTIES**

20.1 **Representations**

The Borrower represents and warrants in favour of each of the Secured Parties:

20.1.1 **Status**

It is a company duly formed and validly existing under the laws of its jurisdiction of formation.

20.1.2 **Powers and Authority**

It has the power to enter into and perform, and has taken all necessary action to authorise the entry into, performance and delivery of, this Deed.

20.1.3 **Legal Validity**

This Deed constitutes its legal, binding, valid and enforceable obligations.

20.1.4 **Non-Conflict**

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

- (A) any law or regulation or judicial or official order applicable to it; or
- (B) its constitutional documents; or
- (C) any material agreement or document which is binding upon it or any of its assets or result in the creation of (or a requirement for the creation of) any Security over any Charged Asset.

20.1.5 **Status of Assets and Security**

It is the legal and beneficial owner of the Charged Assets free from Security (other than this Deed) and this Deed confers the security it purports to confer over the Charged Assets and the security created under or pursuant to this Deed

is not subject to any prior or pari passu Security and is not liable to avoidance on liquidation or bankruptcy, composition or any other similar insolvency proceedings.

20.1.6 Title to Assets

The Borrower has good marketable title to all assets over which Security is, or is expressed to be created pursuant to this Deed.

20.1.7 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency have (to the best of its knowledge and belief) been started or threatened against the Borrower.

20.1.8 Transfer, registration and calls

No company whose shares are subject to the Security purported to be created under this Deed keeps information in respect of its members on the central register kept by the Registrar at Companies House.

20.1.9 Stamp taxes and registration

No stamp or registration duty or similar Tax or charge is payable in its jurisdiction of incorporation in respect of this Deed and it is not necessary that this Deed be filed, recorded or enrolled with any court or other authority in any jurisdiction.

20.2 Times for Making Representations and Warranties

The representations and warranties set out in this Clause are made on the date of this Deed and are deemed to be repeated each day prior to the expiry of the Security Period by reference to the facts and circumstances then existing.

21. NEW ACCOUNTS

If a Secured Party receives notice of any subsequent charge or other interest affecting any part of the Charged Assets (the date of receipt of such notice being the "Notice Date") it may, without prejudice to its rights under this Deed, open a fresh account or accounts in the name of the Borrower and continue any existing account in the name of the Borrower and may appropriate to any such fresh account any monies paid in, received or realised for the credit of the Borrower after that time without being under any obligation to apply the same or any part of them in discharge of any of the Secured Liabilities. If a Secured Party fails to open a fresh account it will be deemed to have done so and any monies received or realised after the Notice Date will not reduce the Secured Liabilities outstanding on the Notice Date.

22. MISCELLANEOUS

22.1 The Borrower

This Deed is binding on the successors and assigns of the Borrower.

22.2 Assignment and Transfer

The Borrower may not assign any of its rights or transfer any of its rights or obligations under this Deed. The Security Agent may assign and transfer all or any part of its rights and obligations under this Deed subject to the terms of the Facility Agreement.

22.3 Property

This Deed is and will remain the property of the Security Agent.

22.4 Continuing Security

This Deed shall be a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities.

22.5 Additional Security

This Deed shall be in addition to and not be affected by any other security or guarantee now or hereafter held by a Secured Party for all or any part of the Secured Liabilities nor shall any such other security or guarantee of liability to a Secured Party of or by any person not a party to this Deed be in any way impaired or discharged by this Deed nor shall this Deed in any way impair or discharge such other security or guarantee.

22.6 Variation of Security

This Deed shall not in any way be affected or prejudiced by a Secured Party at any time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any security or guarantee referred to in Clause 22.5 (*Additional Security*) or any rights which a Secured Party may at any time have or giving time for payment or granting any indulgence or compounding with any person whatsoever.

22.7 Enforcement of Other Security

No Secured Party shall be obliged to enforce any other Security it may hold for the Secured Liabilities before enforcing any of its rights under this Deed.

22.8 Redemption of Prior Incumbrances

The Security Agent may redeem or take a transfer of any prior Security over the Charged Assets and may agree the accounts of prior incumbrancers. An agreed account shall be conclusive and binding on the Borrower. Any amount paid in connection with such redemption or transfer (including expenses) shall be paid on demand by the Borrower to the Security Agent and until such payment shall form part of the Secured Liabilities.

22.9 Stamp Taxes

The Borrower covenants to pay to each Secured Party and any Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Deed immediately on demand a sum equal to any liability which that Secured Party, Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Deed incurs in respect of stamp duty, registration fees and other taxes which is or becomes payable in connection with the entry into, performance or enforcement of this Deed (including any interest, penalties, liabilities, costs and expenses resulting from any failure to pay or delay in paying any such duty, fee or tax).

22.10 Costs and Expenses

The Borrower shall promptly on demand reimburse each Secured Party and any Receiver, Delegate, attorney, manager, agent or other person appointed by the Security Agent under this Deed for all costs and expenses (including legal fees) incurred by that Secured Party, Receiver, Delegate, attorney, manager, agent or other person (on a full indemnity basis together with any applicable VAT) in connection with the, the completion of the transactions and perfection of the security contemplated by this Deed and the exercise, preservation and/or enforcement or attempted enforcement, and/or any release of any of the Security created by or contemplated by this Deed.

22.11 Further advances

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

22.11.2 The Borrower hereby consents to the Security Agent making an application to the Chief Land Registrar on Form CH2 for the registration against any registered

titles which may from time to time be subject to the Security created by this Deed (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the obligation to make further advances.

22.12 Security Agent provisions

- 22.12.1 The Security Agent executes this Deed as security trustee in the exercise of the rights, powers and authority conferred and vested in it under the Facility Agreement and any other Finance Document for and on behalf of the Secured Parties for which it acts. It will exercise its powers, rights, duties and authority under this Deed in the manner provided for in the Facility Agreement and in so acting the Security Agent shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facility Agreement and the other Finance Documents.
- 22.12.2 The Security Agent shall not owe any fiduciary duties to any party to this Deed or any other of their directors, employees, agents or affiliates.
- 22.12.3 Notwithstanding any other provisions of this Deed, in acting under and in accordance with this Deed the Security Agent is entitled to seek instructions from the Agent in accordance with the provisions of the Facility Agreement and at any time and where it so acts or refrains from acting on the instructions of the Agent entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

23. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed.

24. LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

25. ENFORCEMENT

25.1 Jurisdiction of English courts

- 25.1.1 The courts of England have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual dispute or claim) (a "**Dispute**").
- 25.1.2 Subject to Clause 25.1.3 below, the parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly the Borrower will not:
 - (A) argue to the contrary; or
 - (B) initiate or pursue any proceedings relating to a Dispute in any jurisdiction other than England.
- 25.1.3 This Clause 25.1 is for the benefit of each of the Secured Parties only. As a result, a Secured Party shall not be prevented from initiating or pursuing proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Secured Party may initiate or pursue:

(A) proceedings in any other court; and

(B) concurrent proceedings in any number of jurisdictions,

irrespective of whether proceedings have already been initiated by any party in England. The Borrower irrevocably waives any right that it may have to claim that the action has been brought in an inconvenient forum.

IN WITNESS whereof this Deed has been duly executed and delivered as a deed on the date first above written.

SCHEDULE 1

PART 1

REAL PROPERTY

None at the date of this Deed

PART 2

INTELLECTUAL PROPERTY

None at the Date of this Deed

PART 3

ASSIGNED AGREEMENTS

1. the Intra-Group Master Loan Agreement;
2. the Capital Contribution Agreement;
3. the Intra-Group Services Agreement; and
4. each Underlying Finance Document.

SCHEDULE 2

FORM OF ASSIGNMENT NOTICE

[On letterhead of the Borrower]

To: [Counterparty]
cc: Deutsche Bank AG, London Branch,
Winchester House,
1 Great Winchester Street
London EC2N 2DB
Attention:-TAS/SCS Group

Date: []

Dear Sir or Madam,

Debenture dated [] between Titlestone Development Lending Limited and Deutsche Bank AG, London Branch (the "Debenture")

This letter constitutes notice to you that under the Debenture we assigned (by way of security) to Deutsche Bank AG, London Branch (the "**Security Agent**") all our rights, benefits and interests under:

[describe assigned agreements/other documents],

(the "**Assigned Agreements**") (including any and all sums payable to us under the Assigned Agreements and the benefit of all security, options, indemnities, guarantees and warranties) under the Assigned Agreements.

We irrevocably instruct and authorise you to:

- (A) disclose to the Security Agent, without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure, any information relating to the Assigned Agreements (including the performance of our obligations thereunder) which the Security Agent may request from you; and
- (B) following a confirmation from the Security Agent that an Event of Default (as defined in the Facility Agreement (defined in the Debenture)) has occurred and is continuing, pay any sum payable by you under the Assigned Agreements to such account as the Security Agent may notify you in writing.

We will remain liable to perform all our obligations under the Assigned Agreements and the Security Agent shall not be under any obligation or liability under the Assigned Agreements by reason of the Debenture or anything arising therefrom.

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

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

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

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

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Agent at Winchester House, 1 Great Winchester Street, London EC2N 2DB, Attention - TAS/SCS Group, with a copy to us.

Yours faithfully,

.....
(Authorised signatory)

for and on behalf of

Titlestone Development Lending Limited

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ANNEX

[On the letterhead of the counterparty]

To: Deutsche Bank AG, London Branch,
Winchester House,
1 Great Winchester Street
London EC2N 2DB

Attention: -TAS/SCS Group

Copy: Titlestone Development Lending Limited
[notice address]

Date: []

Dear Sir or Madam,

**Debenture dated [] between Titlestone Development Lending Limited
and the Security Agent (the "Debenture")**

We confirm receipt from Titlestone Development Lending Limited (the "Assignor") of a notice dated [] (the "Notice") of an assignment upon the terms of the Debenture of all the Assignor's rights, benefits and interests under the Assigned Agreements (as defined in the Notice).

We confirm that:

- (A) we have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Assignor under or in respect of the Assigned Agreements;
- (B) following a confirmation from you that an Event of Default (as defined in the Facility Agreement (defined in the Debenture)) has occurred and is continuing, we will pay any amount payable by us under the Assigned Agreements to such account as you notify to us in writing;
- (C) we will accept your instructions in relation to the Assignor's rights under the Assigned Agreements following a confirmation from you that an Event of Default (as defined in the Facility Agreement (defined in the Security Assignment)) has occurred and is continuing, and
- (D) we will not agree to any amendment, waiver or variation of the terms of the Assigned Agreements without your prior written consent.

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

Yours faithfully

.....
(Authorised signatory)
[Counterparty]

**SCHEDULE 3
FORM OF ACCOUNT NOTICE**

[On the letterhead of the Borrower]

To: [Account Bank]
cc: Deutsche Bank AG, London Branch,
Winchester House,
1 Great Winchester Street
London EC2N 2DB
Attention: -TAS/SCS Group

Date: []

Dear Sir or Madam,

**Debenture dated [] between Titlestone Development Lending Limited
and Deutsche Bank AG, London Branch (the "Debenture")**

We hereby give you notice that under the Debenture we have charged (by way of a first fixed charge) in favour of Deutsche Bank AG, London Branch (the "**Security Agent**", or, in its capacity as collateral administrator under the Facility Agreement (as defined in the Debenture), the "**Collateral Administrator**") all our rights in respect of any moneys standing to the credit of the following account(s) maintained by us with you:

Sort Code	Account Number	Status (blocked/not blocked)
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and any other accounts from time to time maintained with you by us (the "**Account(s)**"). The accounts designated "blocked" in the table above shall be "**Blocked Accounts**".

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent and the Collateral Administrator any information relating to the Account(s) requested from you by the Security Agent or the Collateral Administrator (acting on the instructions of the Security Agent);
- (b) in relation to any Blocked Account, at any time, or in relation to any other Account, at any time after the Security Agent notifies you that a Default is continuing or that a Repeating Representation is not correct (such terms as defined in the Facility Agreement (as defined in the Debenture)), comply with the terms of any written notice or instruction relating to the relevant Account(s) received by you from the Security Agent or the Collateral Administrator (acting on the instructions of the Security Agent); and
- (c) in relation to any Blocked Account, at any time, or in relation to any other Account, at any time after the Security Agent notifies you that a Default is continuing or that a Repeating Representation is not correct, pay or release any sum standing to the credit of the relevant Account(s) in accordance with the written instructions of the Security Agent or the Collateral Administrator (acting on the instructions of the Security Agent).

References in this letter to the Account(s) include any replacement account or sub-division of the Account(s).

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

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

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

Please confirm your agreement to the above by sending the annexed acknowledgement to the Security Agent at Winchester House, 1 Great Winchester Street, London EC2N 2DB, Attention: - TAS/SCS Group with a copy to us.

Yours faithfully,

(Authorised signatory)

Titlestone Development Lending Limited

ANNEX

[On the letterhead of the Account Bank]

To: Deutsche Bank AG, London Branch (the "Security Agent"),
Winchester House,
1 Great Winchester Street
London EC2N 2DB

Attention: -TAS/SCS Group

Copy: Titlestone Development Lending Limited
[notice address]

Date: []

Dear Sir or Madam,

**Debenture dated [] between Titlestone Development Lending Limited
and the Security Agent (the "Debenture")**

We confirm receipt from Titlestone Development Lending Limited (the "Chargor") of a notice dated [] of a charge upon the terms of the Debenture over all the rights of the Chargor to any amount standing to the credit of the Account(s) (as defined in such notice).

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
 - (b) have not received notice of the interest of any third party in the Account(s);
 - (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Account(s); and
 - (d) [will not permit any amount to be withdrawn from the Account(s) following notice from the Security Agent that we may not do so.]¹
- or
- (e) [will not permit any amount to be withdrawn from the Account(s) without the prior written consent of the Security Agent]².

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

Yours faithfully,

.....
(Authorised signatory)
[Account Bank]

¹ Use for operating accounts to be blocked on notice from the Security Agent.
² Use in respect of accounts other than the operating accounts.

EXECUTED AS A DEED by)
Titlestone Development Lending Limited)

acting by Chris Proud)

in the presence of:)

Director

Signature of witness

Name of witness
(in BLOCK CAPITALS)

DEANISE BUTTS

Address of witness

TITLESTONE
40 GRACECHURCH STREET
LONDON
EC3V 0BT

EXECUTED AS A DEED by)
DEUTSCHE BANK AG. LONDON BRANCH)

Authorised Signatory

Authorised Signatory

EXECUTED AS A DEED by)
Titlestone Development Lending Limited)

acting by)

.....
Director

in the presence of:)

Signature of witness

.....
Name of witness
(in **BLOCK CAPITALS**)

.....
Address of witness

EXECUTED AS A DEED by)
DEUTSCHE BANK AG. LONDON BRANCH)


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Authorised Signatory


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Authorised Signatory

