



Registration of a Charge

Company name: **VIVIMED SPECIALTY CHEMICALS UK LIMITED**

Company number: **11481333**

Received for Electronic Filing: **05/07/2019**



X892ENHF

Details of Charge

Date of creation: **28/06/2019**

Charge code: **1148 1333 0001**

Persons entitled: **DMI INCOME FUND PTE. LTD.**

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 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:

STEPHENSON HARWOOD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11481333

Charge code: 1148 1333 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2019 and created by VIVIMED SPECIALTY CHEMICALS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th July 2019 .

Given at Companies House, Cardiff on 8th July 2019

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**

Fixed and Floating Charge

Dated 28 June 2019

(1) VIVIMED SPECIALTY CHEMICALS UK LIMITED
(the **Chargor**)

and

(2) DMI INCOME FUND PTE. LTD.
(the **Investor**)

Contents

	Page
1	Definitions and interpretation 1
2	Covenant to pay 6
3	Nature of Security created 6
4	Creation of Security 6
5	Conversion of floating charge 8
7	Undertakings relating to the Security Assets 11
8	Undertakings relating to Real Properties 12
9	Enforcement 17
10	Appointment and powers of Receivers 19
11	Protection of purchasers 20
12	Protection of the Investor and Receivers..... 20
13	Costs, expenses and fees..... 21
14	Preservation of Security..... 22
15	Tacking for further advances..... 23
16	Further assurance..... 24
17	Power of attorney 25
18	Currency 25
19	Set-off 25
20	Notices 26
21	Calculations and certificates 27
22	Partial invalidity 27
23	Remedies and waivers..... 27
24	Discharge of Security 28
25	Counterparts..... 28
26	Governing law 28
27	Arbitration 28
Schedule 1	Real Property charged by way of legal mortgage 30
	Part 1 Registered Land..... 30

	Part 2 Unregistered Land.....	30
Schedule 2	Additional powers of Receiver.....	31
Schedule 3	Forms of letter to and from Occupational Tenants	35
	Part 1 Notice to Occupational Tenant	35
	Part 2 Acknowledgment from Occupational Tenant	36
Schedule 4	Forms of letter to and from Account Holder.....	37
	Part 1 Notice to Account Holder regarding the Charged Accounts	37
	Part 2 Acknowledgment from Account Holder regarding Charged Accounts ...	38
Schedule 5	Forms of letter and acknowledgment for Insurances.....	39
Schedule 6	Forms of letter and acknowledgment for agreements being assigned agreements	41
Schedule 7	Form of Legal Mortgage.....	43
Schedule 8	Confirmation Certificate.....	46
Schedule 9	Intellectual Property Rights	48

Fixed and Floating Charge

Dated 28 June 2019

Between

- (1) **VIVIMED SPECIALTY CHEMICALS UK LIMITED**, a company incorporated and registered in the United Kingdom with company number 11481333 whose registered office is at Leeds Road c/o Syngenta Site, Huddersfield, United Kingdom, HD2 1FF (the "**Chargor**"); and,
- (2) **DMI INCOME FUND PTE. LTD.** of 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623 (Company Number: 201429617W) (which said corporation and its successors and assigns are where not inapplicable hereinafter included under the designation the "**Investor**").

Whereas:

- (A) The Investor has agreed to subscribe from Vivimed Specialty Chemicals UK Limited (the "**Company**") debentures in an aggregate principal amount amounting to US\$7,000,000 (the "**Debentures**") on the terms and subject to the conditions set out in a secured debenture instrument dated on or around the date hereof made by the Company (the "**Secured Debenture Instrument**").
- (B) The Investor has further agreed to subscribe from the Company and VLE certain other debentures under the facilities raised under Tranche 1A, Tranche 1B, Tranche 2 and Tranche 3.
- (C) Pursuant to, amongst others, the Secured Debenture Instrument, and as a condition precedent to the obligation of the Investor to subscribe to the Debentures from the Chargor, the Chargor has, amongst other things, agreed to execute and deliver this Deed in favour of the Investor as security for the Obligors' liabilities under or pursuant to the Transaction Documents.

This deed witnesses:

1 Definitions and interpretation

1.1 Definitions

This Fixed and Floating Charge is intended to be a deed between the parties to it and is referred to here as "**this Deed**". Words and expressions defined in the Secured Debenture Instrument have the same meanings in this Deed, unless they are expressly defined in this Deed.

"Charged Account" means each account in the name of the Chargor (including, but not limited to, the Debt Service Reserve Account and the accounts held with the Account Holder;

"Collateral Warranty" means any collateral warranty and the benefit of any construction related agreement obtained by the Chargor from time to time in connection with any of the Chargor's Real Property;

"Default Rate" means interest at the rate calculated in accordance with paragraph 1 of Schedule 2 (*Interest and Redemption*) of the Secured Debenture Instrument;

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Investor or Receiver;

"Environment" means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media: air (including, without limitation, air within natural or man-made structures, whether

above or below ground); water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and land (including, without limitation, land under water);

"Environmental Claim" means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law;

"Environmental Law" means any applicable law or regulation which relates to: the pollution or protection of the Environment; the conditions of the workplace; or the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste;

"Environmental Permits" means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of the Chargor conducted on or from the properties owned or used by the Chargor;

"Equipment" means all fixed and moveable plant, machinery, tools, vehicles, computers, office and other equipment and the benefit of all related Authorisations, agreements and warranties;

"Financial Collateral" shall have the same meaning as it has in the Regulations;

"Indebtedness" means the aggregate from time to time of: the amount of the debentures outstanding under all the Transaction Documents; all accrued and unpaid interest on the debentures under all the Transaction Documents; and all other sums of any nature (together with all accrued and unpaid interest on any of those sums) payable by the Obligors to the Investor under the Transaction Documents;

"Insurances" means each contract or policy of insurance to which the Chargor is a party or in which it has an interest;

"Insurance Proceeds" means all amounts payable from time to time to under each of the Insurances and all rights in connection with those amounts including any payment by way of refund;

"Insured Risks" means loss or damage by any of the following: aircraft and other aerial devices and articles dropped from them; apparatus or pipes, bursting or overflowing of water tanks; civil commotion; earthquake; explosion; fire; flood; impact; lightning; malicious damage; riot, storm and tempest; vehicular impact, subsidence; acts of terrorism; all other normally insurable risks of loss or damage, including any third party liability arising from such acts and insure such other risks as a prudent company in the same business as the Chargor would insure;

"Intellectual Property Rights" means:

- (a) any patents (including the patents listed in Schedule 9), rights in or to inventions, or formulae, trademarks, service marks, trade names, designs, business names, domain names, moral rights, rights in designs, software rights, utility models, database rights, copyright, any rights in or to inventions, formulae, rights to use, and protect the confidentiality of, confidential or secret processes and information (including know-how and trade secrets), topographical or similar rights, goodwill and the right to sue for passing off or unfair competition and all other forms of intellectual property rights;
- (b) any other right to use, or application to register or protect or rights to apply for and be granted, renew, extend and claim priority from any of the rights listed in paragraph (a) and all similar or equivalent rights or forms of protection,

arising or subsisting or which will subsist in any jurisdiction and whether registered or not;

"LPA" means the Law of Property Act 1925;

"Lease Document" means an Occupational Lease, and any agreement to grant an Occupational Lease, and any other document so designated by the Investor and the Chargor;

"Legal Mortgage" means a charge by way of legal mortgage in respect of any Real Property by the Chargor in favour of the Investor substantially in the form set out in Schedule 7 (*Form of Legal Mortgage*);

"Occupational Lease" means any lease, licence, other right of occupation, or right to receive rent to which any of the Chargor's Real Property may be subject, including any guarantee of a tenant's obligations under such arrangements at any time;

"Party" means a party to this Deed;

"Real Property" means:

- (a) all right, title and interest in all interests in all freehold, leasehold and commonhold property of the Chargor, from time to time situated in England and Wales;
- (b) all buildings or parts of buildings on or part of any property referred to in paragraph (a);
- (c) all fixtures, fittings and fixed plant and machinery, including trade fixtures and fittings, from time to time, situated on or forming part of any property referred to in paragraph (a);

"Receiver" means a receiver, manager or where permitted an administrative receiver appointed, whether alone or jointly and whether appointed under this Deed, under the LPA or any other applicable law;

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, as amended by the Financial Collateral Arrangements (No 2) Regulations 2003 (Amendment) Regulations 2009 (SI 2009/2462), and (ii) the Financial Markets and Insolvency (Settlement Finality and Financial Collateral Arrangements) (Amendment) Regulations 2010 (SI 2010/2993);

"Rental Income" means the aggregate gross amounts paid to, or receivable by, the Chargor, now or at any time after the date of this Deed, in connection with any Lease Document relating to each of the Chargor's Real Properties, or any similar arrangements, including but not limited to: rent, licence fees, apportionment of rent of licence fees, other sum for occupation or usage, sums under insurance for loss of rent or interest in rent, any collateral or guarantee in support of a tenant's payment or other obligations, other sums arising and due to the Chargor as landlord or lessor under the Lease Documents or amendment waiver surrender or replacement of any of them, including interest, costs and expenses, and any damages or compensation or settlement, and any other amounts payable by each tenant in respect of the relevant Real Property in terms of the Lease Document applicable to it;

"Secured Property" means all of the Real Properties of the Chargor subject to (i) any Security created by or under this Deed, (ii) any supplemental Legal Mortgage dated on or after the date of this Deed, or (iii) any other Security;

"Security Assets" means all of the assets of whatever nature of the Chargor which are the subject of any Security created by or under this Deed or any supplemental Legal Mortgage or other Security in favour of the Investor;

"Security Period" means the period beginning on the date of this Deed and ending on the date when the whole of the Indebtedness has been paid in full and the Obligors have ceased to be under any further actual or contingent liability under or in connection with any of the Transaction Documents.;

"SPA" means the share purchase agreement dated on or around the date hereof between the Chargor, the Company and Vivimed Holdings Limited;

"tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

"Valuation" means any valuation of any of the Chargor's Real Property on terms acceptable to the Investor by a reputable valuer acceptable to the Investor;

"VAT" means any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to here, or imposed elsewhere.

1.2 Construction

In this Deed, unless a contrary indication appears:

- 1.2.1 any references to clauses and schedules shall be construed as a reference to the clauses and schedules of this Deed;
- 1.2.2 section, clause and schedule headings are for ease of reference only;
- 1.2.3 any reference to or any provisions of, **"this Deed"** or any other agreement, deed or instrument is a reference to this Deed or any other agreement, deed or instrument or provision as amended, novated, supplemented, extended or restated;
- 1.2.4 words importing the singular are to include the plural and vice versa;
- 1.2.5 any reference to a **"person"** shall be construed to include reference to any company, consortium or partnership, corporation, firm, government, individual, joint venture, other entity, state or agency of a state or any association, trust or unincorporated body of persons (whether or not a separate legal entity);
- 1.2.6 any reference to the **Chargor**, the **Investor** or a **Receiver** or any other person includes any one or more of its assigns, transferees and successors in title (in the case of the Chargor, so far as any such is permitted);
- 1.2.7 the **Investor** or a **Receiver** (except for the references in Clause 17 (*Power of attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates;
- 1.2.8 any reference to a provision of law or regulation is a reference to that provision as amended, supplemented, re-enacted or replaced from time to time;
- 1.2.9 a **"regulation"** includes any instrument, official directive, order, other subordinate regulation request or guideline (whether or not having the force of law) regulation, or rule of any governmental, intergovernmental or

supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

- 1.2.10 any reference to "**assets**" includes present and future properties, revenues and rights and benefits of every description;
- 1.2.11 any reference to "**disposal**" includes an assignment, declaration of trust, grant, lease, licence, sale, transfer, or other disposal, whether voluntary or involuntary, and "**dispose**" will be construed accordingly;
- 1.2.12 any reference to a time of day is a reference to Singapore time;
- 1.2.13 any reference to "£", "GBP" and "sterling" denotes the lawful currency of the United Kingdom;
- 1.2.14 any reference to an Event of Default which is "**continuing**", is an Event of Default which has not been remedied or waived;
- 1.2.15 each mortgage, fixed charge and assignment contained in Clauses 4.1 (*Real Property*) to 4.10 (*Other contractual rights*) over each category of assets specified in those Clauses shall be read and construed separately of each other; and
- 1.2.16 where this Deed creates Security over any Security Asset which constitutes Financial Collateral, this Deed is intended to be a "**security financial collateral arrangement**" as defined in the Regulations.

1.3 Third party rights

- 1.3.1 The Investor, any Receiver or Delegate and their respective officers, employees and agents may enforce any term of this Deed which purports to confer a benefit on that person principally in relation to rights and indemnities in Clause 12 (*Protection of the Investor and Receivers*), but no other person who is not a party to this Deed has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- 1.3.2 The Parties to this Deed and any Receiver or Delegate may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of any person who is not a Party to this Deed.

1.4 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Investor.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the Transaction Documents are incorporated in this Deed, to the extent required to ensure that any purported disposition of an interest in Real Property contained in this Deed is a valid disposition in accordance with section 2 of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Conflict

Each Legal Mortgage is supplemental to this Deed, and to the extent the provisions of this Deed conflict with those of any Legal Mortgage, the provisions of that Legal Mortgage shall prevail.

1.7 Chargor's confirmation

The Chargor confirms that:

- 1.7.1 the Chargor has received copies of the Transaction Documents which are in place as at the date of this Deed;
- 1.7.2 the Chargor will from time to time request from the Investor copies of all the Transaction Documents which are entered into after the date of this Deed; and
- 1.7.3 the Chargor shall execute and deliver to the Investor at any time at the request of the Investor a confirmation certificate in the form set out in Schedule 8 or in any other form agreed between the Chargor and the Investor.

2 Covenant to pay

- 2.1 The Chargor covenants with the Investor that it will on demand pay and discharge the Indebtedness when due in accordance with the terms of the Transaction Documents.
- 2.2 The Chargor shall pay interest at the Default Rate on the sums payable under this Deed from the date on which the liability was incurred to the date of actual payment, both before and after judgment.

3 Nature of Security created

All of the Security created under this Deed:

- 3.1 is created as a continuing security to secure the payment and discharge of all of the Indebtedness;
- 3.2 is created over all present and future assets of the description in Clause 4 (*Creation of Security*) owned by the Chargor, except in the case of assets which are the subject of a legal mortgage under this Deed, and over any right or interest which the Chargor may otherwise have in such assets; and
- 3.3 is created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

4 Creation of Security

4.1 Real Property

The Chargor:

- 4.1.1 charges to the Investor by way of first legal mortgage all Real Property including the Real Property listed in Schedule 1 (*Real Property charged by way of legal mortgage*);
- 4.1.2 charges to the Investor, the extent not subject to the charge by way of legal mortgage in Clause 4.1.1, by way of first fixed charge all of its Real Property which it has now or which it may subsequently acquire;
- 4.1.3 charges to the Investor by first fixed charge the Rental Income and any guarantee or indemnity of the Rental Income relating to any Lease Document; and
- 4.1.4 assigns to the Investor absolutely, not otherwise charged by way of legal mortgage under Clause 4.1.1, all of its rights and interests under or in respect of:
 - (a) all present and future rights in each agreement, licence, contract, easement, option, guarantee, Security, warranty, covenant for title or other right or document relating to the use, disposal or acquisition of the property referred in this definition or other asset

or right relating to all Real Property, including the Real Property listed in Schedule 1 (*Real Property charged by way of legal mortgage*);

- (b) all rights in relation to any Occupational Lease relating to the Real Property; and
- (c) any proceeds of sale of any Real Property, interest or right relating to them.

4.2 Equipment

The Chargor charges to the Investor by way of first fixed charge all Equipment not otherwise charged by way of legal mortgage under Clause 4.1 (*Real Property*).

4.3 Charged Account(s)

- 4.3.1 The Chargor charges to the Investor by way of first fixed charge all amounts standing to the credit of each Charged Account and all of its right, title and interest in and relating to each Charged Account.
- 4.3.2 The Chargor shall not request, demand or claim a right to withdraw any amount from any Charged Account and shall not withdraw any amount from any Charged Account except (without prejudice to the rights of the Investor under this Deed) as the Investor may from time to time permit.
- 4.3.3 Clause 4.3.2 shall not apply to the extent it would prejudice any rights of the Investor to any amount standing to the credit of a Charged Account, including any right of the Investor to make a withdrawal from a Charged Account.

4.4 Intellectual Property Rights

The Chargor charges to the Investor by way of first fixed and floating charge:

- 4.4.1 the patents listed in Schedule 9 (*Intellectual Property Rights*);
- 4.4.2 all other Intellectual Property Rights;
- 4.4.3 any proceeds of sale or realisation of each Intellectual Property Right or any right relating to it;
- 4.4.4 any proceeds of any licence or right to use each Intellectual Property Right; and
- 4.4.5 all Security, guarantees, indemnities, options, agreements, rights, licences, warranties, agreement for use or other undertakings or covenants of title in respect of any Intellectual Property Right.

4.5 Goodwill

The Chargor charges to the Investor by way of first fixed charge its goodwill.

4.6 Uncalled capital

The Chargor charges to the Investor by way of first fixed charge its uncalled capital.

4.7 Authorisations

The Chargor charges to the Investor by way of first fixed charge the benefit of all Authorisations relating to any Security Asset.

4.8 Collateral Warranties

The Chargor charges to the Investor by way of first fixed charge all its rights and benefits under each Collateral Warranty.

4.9 Insurances

The Chargor assigns to the Investor absolutely all its rights and interests under the Insurances.

4.10 Other contractual rights

Each Chargor assigns to the Investor absolutely all its rights and interests under or in respect of any other agreement to which it is a party (including, for the avoidance of doubt, the SPA) which is not otherwise effectively assigned or charged by way of fixed charge pursuant to this Clause 4.

4.11 Floating charge over other assets

4.11.1 The Chargor charges to the Investor by way of first floating charge all of its present and future business, undertaking, assets, rights and revenues which are not effectively charged by way of legal mortgage, charged by way of fixed charge or assigned under this Clause 4.

4.11.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Deed to the extent that each floating charge shall be a 'qualifying floating charge' within the meaning of that paragraph.

4.12 Conditions to granting Security

4.12.1 Where granting any Security is prohibited over any asset of the Chargor until, a consent or waiver is obtained or a condition is satisfied, the Chargor shall hold such asset or any proceeds of such asset on trust for the Investor.

4.12.2 The Chargor shall use its best endeavours to obtain such consent or waiver or satisfy such condition within 10 Business Days of the date of this Deed or, if acquired after the date of this Deed, within 10 Business Days of the date of acquisition and shall in each case keep the Investor informed of the progress.

4.12.3 On the waiver or consent being obtained, or the condition being satisfied, the asset shall be charged by way of legal mortgage, charged by way of fixed charge, assigned, or charged by floating charge under this Clause 4, in each case to the Investor and the trust referred to in Clause 4.12.1 shall terminate. Such asset shall be deemed a Security Asset.

5 Conversion of floating charge

5.1 Automatic conversion

The floating charge created by this Deed will convert automatically into a fixed charge over the Security Assets:

5.1.1 if the Investor receives notice of an intention to appoint an administrator to the Chargor;

5.1.2 if any steps are taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint, or an appointment is made of, a liquidator, provisional liquidator, administrator or Receiver over all or any part of the Chargor's assets;

5.1.3 if the Chargor creates or attempts to create Security over all or any of the Security Assets;

- 5.1.4 on the crystallisation of any other floating charge over any of the Security Assets;
- 5.1.5 if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so; and
- 5.1.6 in any other circumstances prescribed by law.

5.2 Conversion on notice

The Investor may, by notice to the Chargor at any time during the Security Period, convert the floating charge created by this Deed into a fixed charge in respect of any Security Asset specified in that notice if an Event of Default has occurred, or if the Investor considers that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy. This Clause shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

6 Representations and warranties

The Chargor makes the representations and warranties set out in this Clause to the Investor on each date of this Deed.

6.1 Status

It is a limited liability company, duly incorporated and validly existing under English law. It has the power to own and grant Security over the Security Assets, and to carry on its business.

6.2 Binding obligations

Its obligations in this Deed are legal, valid, binding and enforceable.

6.3 Non-conflict with other obligations

Granting of the Security in and under this Deed, and execution of this Deed and any other document under or in connection with it, will not conflict with the Chargor's constitutional documents, any law or regulation applicable to it or any other agreement to which the Chargor is party, nor will it create a default or termination under such agreement.

6.4 Power and authority

It has the power to, and is authorised to, enter into, perform and deliver this Deed and the grant the Security under it.

There is no limit on its powers to borrow, grant Security or give guarantees or indemnities.

6.5 Authorisations

All Authorisations required or desirable for the Chargor to enter into this Deed and create and perfect the Security purported to be granted by the Chargor under it, and to make this Deed admissible in evidence have been obtained and are in full force and effect.

6.6 Deduction of tax

It may be required to make deductions and/or withholdings on account of tax from any payments it may make under the Transaction Documents to the Investor.

6.7 No filing or stamp taxes

It is not necessary that this Deed be registered, filed, recorded, notarised or enrolled with any court or other authority or that any tax or fees be paid on or in relation to this Deed, except registration of particulars of this Deed and any supplemental Legal Mortgage at the Companies Registration Office under the Companies Act 2006 and payment of associated fees; and registration of this Deed at the Land Registry or Land Charges Registry in England and Wales and payment of associated fees, which registrations, filings, tax and fees will be made and paid promptly after the date of this Deed. It has made any disclosure required to be made by it to any relevant taxing authority in relation to stamp duty land tax.

6.8 VAT

It is not a member of a VAT group.

6.9 No default

No Default is continuing or is reasonably likely to result from entering into, this Deed and granting the Security under it.

6.10 Information

All information supplied by the Chargor or on its behalf to the Investor in connection with this Deed or any of the Real Property or any other Security Asset was true and accurate at the date provided.

6.11 Valuation

All information provided by it or on its behalf to any valuer for the purposes of each Valuation was true and accurate on the date provided. It has not omitted to provide any information to any valuer which, if disclosed, would adversely affect the Valuation.

6.12 Title to Property

6.12.1 The Chargor is the legal and beneficial owner of the Real Properties and has good and marketable title to each of the Real Properties, free from Security, restrictions and onerous covenants.

6.12.2 On and from the date of this Deed:

- (a) no breach of any law, regulation or covenant is outstanding which adversely affects or might reasonably be expected to adversely affect the value, saleability or use of any of the Chargor's Real Properties;
- (b) there is no covenant, agreement, stipulation, reservation, condition, interest, right, easement or other matter whatsoever adversely affecting the Chargor's Real Properties;
- (c) nothing has arisen or has been created or is outstanding which would be an overriding interest, or an unregistered interest which overrides first registration or a registered disposition, over any of the Chargor's Real Properties;
- (d) all facilities necessary for the enjoyment and use of the Chargor's Real Property are available to it (including those necessary for the carrying on of its business); but not on terms entitling any person to terminate or curtail the use of any of the Chargor's Real Properties, or which conflict with or restrict the use of any of the Chargor's Real Properties;

- (e) the Chargor has not received any notice of any adverse claim by any person in respect of the ownership any of the Chargor's Real Properties or any interest in it which might reasonably be expected to be determined in favour of that person, nor has any acknowledgment been given to any such person in respect of any of the Chargor's Real Properties; and
- (f) each of the Chargor's Real Properties is held by the Chargor free from any lease or licence other than such interests disclosed to the Investor by the Chargor in writing.

6.13 Ranking of Security

The Security created or purported to be created by or under this Deed constitutes a first priority and exclusive security interest of the type described, over the Security Assets in Clause 4 (*Creation of Security*). The Security Assets are not subject to any prior or *pari passu* Security.

7 Undertakings relating to the Security Assets

The undertakings in this Clause remain in force from the date of this Deed until the expiry of the Security Period.

7.1 Disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not, and whether voluntary or involuntary), nor dispose of any Security Asset or part of any Security Asset, nor enter into an agreement to make any disposal, except as permitted under the terms of the Transaction Documents.

7.2 Negative pledge

The Chargor shall not create, purport to create or permit any Security over any Security Asset except as permitted under the terms of the Transaction Documents.

7.3 Preservation of Assets

The Chargor, subject to the terms of the Transaction Documents:

- 7.3.1 shall notify the Investor of any action commenced by a third party to seize, attach, charge, take possession of or sell any Security Asset which (to the best of its knowledge and belief) has been started or threatened and at its own cost, defend such proceedings;
- 7.3.2 shall preserve, maintain, exploit and renew as and when necessary all Intellectual Property Rights which form part of the Security Assets;
- 7.3.3 shall not enter into any onerous obligation or restriction affecting any Security Asset;
- 7.3.4 in relation to any Secured Property, shall not:
 - (a) exercise any of the powers conferred by sections 99 (*Lease of powers of mortgages and mortgage in possession*) and 100 (*Powers of mortgagor in possession to accept surrenders of leases*) of the LPA of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases;
 - (b) agree any rent review except with the prior written consent of the Investor;
 - (c) make an application, consent to or acquiesce in the application by any third party, to the Land Registry to enter any matter on the register of title;

- 7.3.5 in relation to any uncalled capital of the Chargor, shall call it up or receive it in advance of calls unless the Investor otherwise directs, nor apply it, when paid, otherwise than in payment of the Indebtedness or as the Investor otherwise directs; and
- 7.3.6 shall not take any Security in connection with its liability under this Deed from any guarantor of, or provider of Security for, any of the Indebtedness.

7.4 Notices of assignment and charge

The Chargor shall promptly after the execution of this Deed, serve the following notices substantially in the forms set out in the relevant Schedule referred to in this Clause, and deliver to the Investor a certified copy of each notice and shall use all reasonable endeavours to procure that the recipient of such notice acknowledges that notice in writing substantially in the form set out in the relevant Schedule referred to in this Clause:

- 7.4.1 in respect of Occupational Leases, the notice of assignment, set out in Part 1 of Schedule 3 (*Forms of letter to and from Occupational Tenants*) on each tenant of each Secured Property, and the acknowledgment set out in Part 2 of Schedule 3 (*Forms of letter to and from Occupational Tenants*);
- 7.4.2 in respect of each Charged Account, the notice to the Account Holder of the fixed charge set out in Part 1 of Schedule 4 (*Forms of letter to and from Account Holder*) and the acknowledgment set out in Part 2 of Schedule 4 (*Forms of letter to and from Account Holder*);
- 7.4.3 in respect of Insurances, notice of the assignment to each insurer set out in Schedule 5 (*Forms of letter and acknowledgment for Insurances*) and the acknowledgments set out in Schedule 5 (*Forms of letter and acknowledgment for Insurances*); and
- 7.4.4 in respect of assigned contracts, the notice of assignment to the counterparties as out in Schedule 6 (*Forms of letter and acknowledgment for agreements being assigned agreements*) and the acknowledgment set out in Schedule 6 (*Forms of letter and acknowledgment for agreements being assigned agreements*).

7.5 Exercise of rights

Subject to the terms of the Transaction Documents, and to the terms of any notice or acknowledgment given or received under Clause 7.4 (*Notices of assignment and charge*), while no Event of Default is continuing, the Chargor may exercise its rights in respect of the agreements assigned pursuant to Clauses 4.9 (*Insurances*) and 4.10 (*Other contractual rights*) and deal with the relevant counterparties in respect of those agreements.

8 Undertakings relating to Real Properties

8.1 Maintenance and repair

The Chargor shall keep all buildings, installations, structures, plant, machinery, fixtures and fittings or any other erections (whether fully built or in the course of construction) on its Real Properties in good and substantial repair and condition and, as appropriate, in good working order and fully protected from damage or alteration as a result of weather, malicious damage or any other cause and to replace any fixtures or fittings which have become worn out or otherwise unfit for use with new assets of a similar type.

8.2 Insurances

8.2.1 The Chargor must ensure that at all times from the date of this Deed, Insurances are maintained in full force and effect, which:

- (a) insure the Chargor in respect of its interests in each of its Real Properties and the plant and machinery on each of its Real Properties (including fixtures and improvements) for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs) together with VAT, architects', surveyors' and other professional fees and to:
 - (i) provide cover against the Insured Risks;
 - (ii) provide cover for site clearance, shoring or propping up, professional fees and VAT together with adequate allowance for inflation;
 - (iii) provide cover for loss of rent for a period of three years or for such longer period as required by the Investor and by the Lease Documents including provision for any increases in rent during the period of insurance; and
 - (iv) provide cover over stock in trade from time to time on any of the Chargor's Real Properties as the Investor may require;
- (b) include property owners' public liability third party liability and employer's liability insurance;
- (c) in each case are in an amount, and in form, and with an insurance company or underwriters, acceptable at all times to the Investor.

8.2.2 The Chargor shall ensure that the Investor is named as co-insured and co-payee under each of the Insurances but without liability on the part of the Investor for any premium in relation to those Insurances. The Chargor must procure that the Insurances comply with the following requirements:

- (a) each of the Insurances must contain:
 - (i) a non-invalidity and non-vitiating clause under which the Insurances will not be vitiated or avoided as against any insured party as a result of any circumstances beyond the control of that insured party or any misrepresentation, non-disclosure, or breach of any policy term or condition, on the part of any insured party or any agent of any insured party;
 - (ii) a waiver of the rights of subrogation of the insurer as against the Chargor, the Investor and the tenants of each of the Chargor's Real Properties; and
 - (iii) a loss payee clause in such terms as the Investor may reasonably require in respect of insurance claim payments otherwise payable to the Chargor;
- (b) the insurers must give at least 30 days' notice to the Investor if any insurer proposes to repudiate, rescind or cancel any Insurance, to treat it as avoided in whole or in part, to treat it as expired due to non-payment of premium or otherwise decline any valid claim

under it by or on behalf of any insured party and must give the opportunity to rectify any such non-payment of premium within the notice period; and

- (c) the Chargor must be free to assign all amounts payable to it under each of its Insurances and all its rights in connection with those amounts in favour of the Investor.

8.2.3 The Chargor shall promptly notify the Investor in writing of the proposed terms of any renewal or replacement of any of the Insurances; any amendment, supplement, extension, termination, avoidance or cancellation of any of the Insurances made or, to its knowledge, threatened or pending; any claim, and any actual or threatened refusal of any claim, under any of the Insurances; and any event or circumstance which has led or may lead to a breach by the Chargor of any term of this Clause 8.

8.2.4 The Chargor shall comply with the terms of the Insurances and shall not do or omit to do anything or permit anything to be done or omitted to be done which may make void or voidable any of the Insurances in whole or in part; and the Chargor shall comply with all reasonable risk improvement requirements of its insurers.

8.2.5 The Chargor shall pay each premium or other monies for the Insurances promptly and in any event prior to the commencement of the period of insurance for which that premium is payable and provide to the Investor all insurance and receipts for every such payment or monies paid under the Insurances whether or not effected by the Chargor, Investor or any third party. The Chargor shall do, and shall procure to be done, all other things necessary so as to keep each of the Insurances in force. The Investor may, at the expense of the Chargor effect any insurance and generally do such things and take such other action as the Investor may reasonably consider necessary or desirable to prevent or remedy any breach the Insurances as Clause 8.2 (*Insurances*).

8.2.6 The Chargor shall procure that the proceeds of any Insurances shall, if the Investor so requires, be paid into the Debt Service Reserve Account. The Chargor shall apply moneys received under any Insurances either in making good the loss or damage to the Real Property by replacing, restoring or reinstating that Real Property or those Real Properties (and any deficiency being made good by the Chargor) or towards discharge of the Indebtedness and such monies received by the Chargor shall be held on trust for the Investor accordingly. The proceeds of any loss of rent insurance will be treated as Rental Income and applied in such manner as the Investor requires as if it were Rental Income received over the period of the loss of rent. Moneys received under liability policies held by the Chargor which are required by the Chargor to satisfy established liabilities of the Chargor to third parties must be used to satisfy these liabilities.

8.3 Outgoings

The Chargor shall pay when due all rents, rent charges, rates, taxes, charges, assessments, impositions and other outgoings whatsoever charged, assessed, levied or imposed on any of the Chargor's Real Property or upon the owner or occupier of such Real Property as payable in respect of such Real Property.

8.4 Covenants and stipulations

The Chargor shall perform, observe its obligations and exercise its rights and comply in all respects with any covenant, restriction, stipulation, provision, regulation, condition and agreement, obligation (restrictive or otherwise) at any time affecting any of its Real Properties or the use of enjoyment of any of them. The Chargor shall not amend, supplement, waive, surrender or release any such term at any time affecting any of its Real Properties. The Chargor shall register the Security created by

this Deed and any supplemental Legal Mortgage at the Land Registry or the Land Charges Register for England and Wales as appropriate. The Chargor shall comply with all laws from time to time, and approvals, licences or consent relating to the Chargor's Real Properties and its use or enjoyment of them.

8.5 Investigation of title

The Chargor shall grant the Investor and its advisers on request, all facilities within its power, to carry out investigations of title to any of its Real Properties and to make such enquiries in relation to any part of any of its Real Properties as a prudent mortgagee might carry out.

8.6 Alterations

Unless it has the prior written consent of the Investor, the Chargor shall not, demolish, pull down, remove or permit or to be demolished, pulled down or removed any building, installation or structure for the time being or any of the Chargor's Real Properties or parts of any of them or any fixtures or erect or make or permit to be erected or made at any of the Chargor's Real Properties any building, installation, structure or material alteration or a change of use or otherwise commit any waste upon or destroy or injure in any manner or by any means reduce or permit to be reduced the value of such of any of the Chargor's Real Properties.

8.7 Development

The Chargor shall not make or allow to be made any application for planning permission in respect of any part of its Real Property. During the Security Period, where any part of the Chargor's Real Properties is intended to be developed or is being developed, the Chargor shall proceed diligently with such development in all respects to the satisfaction of the Investor and any competent authority in compliance with the planning permissions, byelaws and consents and shall submit all plans and specifications for the development to the Investor for approval. It shall not amend such plans and specifications without the Investor's approval.

8.8 Planning

The Chargor shall comply in all respects with all planning laws, permissions, agreements and conditions to which any of its Real Properties may be subject. The Chargor shall pay to the Investor any compensation or other amounts it may receive in respect of any notice or order under any planning laws.

8.9 Right of entry and remedy

8.9.1 The Chargor shall permit the Investor, its agents, representatives, employees and contractors to enter any part of any of its Real Properties at all reasonable times to view to the state of repair and condition of each Real Property, and shall permit the Investor to comply with or object to any notice served on the Chargor in respect of any of its Real Properties and take any action that the Investor thinks fit to prevent or remedy any breach of any such term or to comply with or object to any such notice.

8.9.2 The Chargor shall immediately on request by the Investor pay the Investor's or its agents' and contractors' costs and expenses with VAT in addition incurred by taking any action under this Clause 8.

8.9.3 The Investor shall not be obliged to account as mortgagee in possession as a result of any action taken under this Clause 8.

8.10 Notices

Within 10 Business Days of the receipt, the Chargor shall deliver a copy to the Investor of any application, requirement, order, notice direction, designation,

resolution or proposal served or given by any public, local, planning or any other authority or any landlord with respect to any of its Real Properties (or any part of them). The Chargor shall comply immediately with the terms specified in such document and in any event, the Chargor shall inform the Investor of the steps it or any other person has taken or it or any other person proposes to take to comply with the specified requirements shall comply immediately with the terms specified.

8.11 Leases

8.11.1 The Chargor shall promptly:

- (a) exercise its rights, comply with its obligations, perform and observe all covenants and conditions under each Lease Document;
- (b) use all reasonable endeavours to procure that each tenant performs all of its obligations under each Lease Document;
- (c) not amend, supplement, extend, waive, surrender or release any provision of any Lease Document not exercise any right to break, determine or extend any Lease Document, grant any licence or right to use or occupy any part of its Real Property nor enter into any Lease Document without the prior written consent of the Investor;
- (d) not commence any forfeiture or irritancy proceedings in respect of any Lease Document;
- (e) collect or all Rental Income and deposit it in the Debt Service Reserve Account or such other account as approved by the Investor in writing;
- (f) not agree to any change of use or rent review under any Lease Document;
- (g) not consent to any sublease or assignment of any tenant's interest under any Lease Document;
- (h) not serve any notice on any former tenant under any Lease Document (or on any guarantor of that former tenant) which would entitle it to a new lease or tenancy.

8.11.2 The Chargor shall provide the Investor with a certified copy of each Lease Document and any amendment, supplement, extension or variation or waiver of any of them and all the rent review documentation in respect of each Lease Document immediately upon execution of such documentation.

8.12 Headleases

8.12.1 The Chargor shall exercise its rights, comply with its obligations, perform and observe all covenants and conditions under each headlease to which it is a party; use all reasonable endeavours to procure that each landlord performs all of its obligations under such headlease; and if so required by the Investor, apply for relief against forfeiture of any headlease over any of the Chargor's Real Property to which it is a party.

8.12.2 The Chargor shall not amend, supplement, extend, waive, surrender or release any provision of any headlease to which it is a party, exercise any right to break, determine or extend any headlease; agree to any rent review in respect of any headlease; and shall not do or allow to be done any act as a result of which any headlease may become liable to forfeiture or otherwise be terminated.

8.13 Managing Agents

The Chargor may only appoint a managing agent or terminate the appointment of a managing agent to any of its Real Properties with the prior consent of the Investor and on terms acceptable to the Investor. The Chargor shall procure that a managing agent of any of its Real Property acknowledges to the Investor notice of the Security created by this Deed and pays all Rental Income received by it into the Debt Service Reserve Account or such other account as approved by the Investor in writing without any withholding, set-off or counterclaim.

8.14 Environmental matters

The Chargor shall during the Security Period, comply and procure that any third party complies with all Environmental Law in relation to each of its Real Properties and shall obtain, maintain and procure compliance with all Environmental Permits applicable to it or to any of its Real Properties. The Chargor shall monitor compliance with, and prevent liability arising under any Environmental Law applicable to it or any of its Real Properties.

The Chargor shall, immediately upon becoming aware, notify the Investor in writing of any Environmental Claim started or threatened against it or any of its Real Properties, any circumstances reasonably likely to result in an Environmental Claim or any suspension, revocation or notification of any Environmental Permit in each case relating to any of its Real Properties.

The Chargor shall indemnify the Investor, Receiver and any Delegate against any loss (including consequential loss) or liability, costs and expenses with VAT in addition, which

- 8.14.1 it incurs as a result of any actual or alleged breach of any Environmental Law by any person in respect of any of its Real Properties;
- 8.14.2 would not have arisen if neither this Deed nor any other Transaction Document had not been entered into;
- 8.14.3 may arise from any person making an Environmental Claim against the Chargor, Investor, Receiver or any of the Chargor's Real Properties or any business operations or activities on any of them;
- 8.14.4 may arise from any liability or potential liability of the Investor, any Receiver or Delegate to remedy, clean-up or make good any breach, contravention or violation of any Environmental law by the Chargor or any harm actual as potential, to the environment caused directly or indirectly by any release, emission or discharge of any harmful or hazardous material from, in or to or on any of the Chargor's Real Properties; and
- 8.14.5 may arise where the Chargor is in breach of this Clause 8.14 (*Environmental matters*).

9 Enforcement

9.1 When Security becomes enforceable

The Security created by this Deed shall become immediately enforceable (i) on the occurrence of an Event of Default, or (ii) if the Chargor so requests.

9.2 Powers on enforcement

At any time after the Security created by this Deed has become enforceable, the Investor may (without prejudice to any other of its rights and remedies and without notice to the Chargor) do all or any of the following:

- 9.2.1 exercise all the powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions contained in sections 103 (*Regulation of exercise of power of sale*) or 109(1) (*Appointment, powers, remuneration and duties of receiver*) of the LPA;
- 9.2.2 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 (*Leasing powers of mortgagor and mortgagee in possession*) and 100 (*Powers of mortgagor and mortgagee in possession to accept surrenders of leases*) of the LPA;
- 9.2.3 to the extent that any Security Asset constitutes Financial Collateral, appropriate it and transfer the title to it to the Investor where not already transferred, subject to paragraphs (1) and (2) of Regulation 18 (*Duty to value collateral and account for any difference in value on appropriation*) of the Regulations;
- 9.2.4 value any Security Asset which constitutes Financial Collateral, at the time of appropriation as referred to in the Regulations, as the market price of the relevant Security Asset, as determined by the Investor by reference to such method or source, (including an independent valuation), as the Investor may determine, and which shall constitute a 'commercially reasonable manner' for the purposes of the Regulations;
- 9.2.5 subject to Clause 10.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets; and
- 9.2.6 appoint an administrator to the Chargor.

9.3 Disposal of the Security Assets

In exercising the powers referred to in Clause 9.2 (*Powers on enforcement*), the Investor or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

9.4 Application of moneys

- 9.4.1 The Investor or any Receiver shall apply moneys received by each of them under this Deed after the Security created under this Deed has become enforceable in the following order:
 - (a) **first**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid costs and expenses of the Investor and any Receiver under this Deed or which are incidental to any Receiver's appointment, together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full;
 - (b) **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Investor and any Receiver;
 - (c) **thirdly**, in or towards the discharge of all liabilities having priority to the Indebtedness;
 - (d) **fourthly**, in or towards the discharge pro rata of the Indebtedness in accordance with the Transaction Documents; and

(e) **fifthly**, in the payment of any surplus to the Chargor or other person entitled to it,

and section 109(8) (*Appointment, powers, remuneration and duties of receiver*) of the LPA shall not apply.

9.4.2 Clause 9.4.1 will override any appropriation made by the Chargor.

10 Appointment and powers of Receivers

10.1 Method of appointment and removal

10.1.1 The Investor may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A (*Moratorium*) of the Insolvency Act 1986.

10.1.2 Every appointment or removal of a Receiver, of any Delegate or of any other person by the Investor pursuant to this Deed may be made in writing under the hand of any officer of the Investor (other than the requirement for a court order in the removal of an administrative receiver).

10.2 Powers of Receiver

Every Receiver shall have all the powers:

10.2.1 of the Investor under this Deed;

10.2.2 conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA;

10.2.3 which are specified in Schedule 1 (*Powers of Administrator or Administrative Receiver*) of the Insolvency Act 1986 in relation to, and to the extent applicable to, the Security Assets or any of them (whether or not the Receiver is an administrative receiver within the meaning of the Insolvency Act 1986) together with the additional powers set out in Schedule 2 (*Additional powers of Receiver*);

10.2.4 in relation to any Security Asset, which a Receiver would have if the Receiver were its only absolute beneficial owner; and

10.2.5 to use the name of the Chargor in relation to any of its powers or actions under this Deed.

10.3 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on a Receiver by this Deed.

10.4 Receiver as agent

Every Receiver shall be the agent of the Chargor which shall be solely responsible for the Receiver's acts and defaults and for the payment of remuneration to the Receiver.

10.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for services at a rate to be fixed by agreement between the Receiver and the Investor and the maximum rate specified in section 109(6) (*Appointment, powers, remuneration and duties of receiver*) of the LPA shall not apply.

11 Protection of purchasers

No purchaser or other person dealing with the Investor or any Receiver shall be bound or concerned:

- 11.1.1 to see or enquire whether the right of the Investor or any Receiver to exercise any of the powers conferred by this Deed has arisen or not;
- 11.1.2 with the propriety of the exercise or purported exercise of those powers; or
- 11.1.3 with the application of any moneys paid to the Investor, to any Receiver or to any other person.

12 Protection of the Investor and Receivers

12.1 Exclusion of liability

Neither the Investor, any Receiver or Delegate, nor any of their respective officers or employees shall have any responsibility or liability:

- 12.1.1 for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
- 12.1.2 to account as mortgagee in possession or for any loss upon realisation of any Security Asset;
- 12.1.3 for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies as referred to in any Transaction Document;
- 12.1.4 for the loss or destruction of, or damage to, any of the Security Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the Chargor); or
- 12.1.5 for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful misconduct on the part of that person.

12.2 General indemnity

- 12.2.1 The Chargor shall indemnify the Investor, any Receiver and any Delegate and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses, loss and other liabilities together with VAT in addition incurred by them in respect of all or any of the following:
 - (a) any act or omission by any of them in relation to all or any of the Security Assets;
 - (b) any payment relating to or in respect of all or any of the Security Assets which becomes payable at any time by any of them;
 - (c) any stamp, registration or similar tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed or any Security created under it;
 - (d) carrying out or purporting to carry out any of the rights, powers, authority and discretions conferred on them by, or permitted under, this Deed; and
 - (e) any breach by the Chargor of any of its undertakings or other obligations to the Investor, any Receiver or Delegate,

except in the case of gross negligence or wilful misconduct on the part of that person.

The Chargor shall pay interest at the Default Rate on the sums payable under this Clause from the date on which the liability was incurred to the date of actual payment, both before and after judgment.

12.3 Indemnity out of the Security Assets

The Investor, any Receiver or Delegate, and their respective officers and employees shall be entitled to be indemnified out of the Security Assets or any part of them in respect of the indemnities referred to in Clause 12.2 (*General indemnity*) and may retain and use monies received by it under this Deed towards payment of any sums under those indemnities.

13 Costs, expenses and fees

13.1 Transaction expenses

The Chargor shall promptly on demand pay the Investor the amount of all costs and expenses (including legal fees and VAT in addition) reasonably incurred by it (and by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution, and perfection of this Deed, the Security created under it and any other documents referred to in this Deed, any Legal Mortgage under this Deed and any other document supplemental to it.

13.2 Amendment costs

If the Chargor requests an amendment, waiver or consent under this Deed, it shall, within three Business Days of demand, reimburse the Investor for the amount of all costs and expenses (including legal fees and VAT in addition) reasonably incurred by it, any Receiver or Delegate in responding to, dealing with such request and any documentation required, whether or not the Investor agrees to such request.

13.3 Valuations

13.3.1 The Investor may request a Valuation:

- (a) no more than once per calendar year, if no Event of Default has occurred; and
- (b) at any time, if an Event of Default has occurred.

13.3.2 The Chargor shall promptly on demand pay to the Investor the costs of:

- (a) the Valuation required by the Investor in relation to each Real Property;
- (b) a Valuation obtained by the Investor on an annual basis;
- (c) in connection with the compulsory purchase of all or part of any of the Chargor's Real Properties; and
- (d) a Valuation obtained by the Investor at any time when an Event of Default has occurred or is likely to occur.

13.3.3 The Chargor must supply to the Investor a copy of any Valuation it obtains, promptly upon obtaining it.

13.4 Enforcement and preservation costs

The Chargor shall, within three Business Days of demand, pay to the Investor, Receiver and Delegate the amount of all costs and expenses (including legal fees and

VAT in addition) incurred by it in connection with the enforcement of, or the preservation of any rights under the Transaction Documents and any Security created under them and with any proceedings instituted by or against it as a consequence of it entering into the Transaction Documents and Security created under them, or enforcing those rights.

14 Preservation of Security

14.1 Reinstatement

If any payment by the Chargor or discharge given by the Investor (whether in respect of the obligations of the Chargor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:

- 14.1.1 the liabilities of the Chargor and the Security created by this Deed shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- 14.1.2 the Investor shall be entitled to recover the value or amount of that Security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

14.2 Waiver of defences

Neither the Security created by this Deed, nor the obligations of the Chargor under this Deed will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it, the Investor) including:

- 14.2.1 any time, waiver or consent granted to, or composition with, the Chargor or other person;
- 14.2.2 the release of the Chargor or any other person under the terms of any composition or arrangement with any person;
- 14.2.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of the Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- 14.2.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;
- 14.2.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any document or Security, including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Transaction Document, any other document or Security;
- 14.2.6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Transaction Document or any other document; or
- 14.2.7 any insolvency, liquidation, administration or similar proceedings.

14.3 Immediate recourse

The Chargor waives any right it may have of first requiring any the Investor, any Receiver or Delegate (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of any Transaction Document to the contrary.

14.4 Appropriations

During the Security Period, the Investor, Receiver or Delegate may refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Indebtedness, and shall hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Indebtedness. The Investor may apply and enforce such moneys Security or rights as it thinks fit, subject to Clause 9.4 (*Application of moneys*). The Chargor shall not be entitled to such moneys, Security or rights.

14.5 Deferral of rights

During the Security Period the Chargor shall not exercise any right of set-off, nor take the benefit of any rights of the Investor under any Transaction Document, guarantee or other Security in its favour whether by subrogation or any other manner. If the Chargor receives any benefit or sum in relation to such rights it shall hold that benefit or sum on trust for the Investor. It shall promptly pay or transfer such benefit or sum to the Investor as it may direct for application in accordance with this Deed and the other Transaction Documents.

14.6 Additional Security

This Deed is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to the Investor, Receiver or Delegate.

14.7 New accounts

On receiving any notice or other information that the Chargor or any other party has granted Security or otherwise disposed of the Security Assets or any of them or part of, or interest in any of them, or on the date it is deemed to receive such notice or information, the Investor may open a new account or accounts in the name of the Chargor, without adversely affecting any right of the Investor to combine accounts. If the Investor does not open any new account immediately on receipt of such notice or information, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to receive such notice or information. No monies paid into or credited to any such new account shall be appropriated to or discharge any sums due to the Investor or any other account. From that time, all payments made by the Chargor to the Investor shall be credited to such new account and shall not operate to reduce or discharge the Indebtedness.

15 Tacking for further advances

For the purposes of section 94(1) (*Tacking and further advances*) of the LPA and section 49(3) (*Tacking and further advances*) of the Land Registration Act 2002, the Investor confirms that it shall perform its obligations under the Transaction Documents, including any obligation to make any further advances to the Chargor.

16 Further assurance

16.1 Application to Land Registrar

The Chargor shall apply to the Land Registry in Form RX1 and consent to the registration against the registered titles specified in Schedule 1 (*Real Property charged by way of legal mortgage*) of:

16.1.1 a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*date of this Deed*] in favour of DMI Income Fund Pte. Ltd. referred to in the charges register or their conveyancer. (Form P)"; and

16.1.2 a notice that the Investor is under an obligation to make further advances on the terms and subject to the conditions of the Transaction Documents.

16.2 Further action

Each Chargor shall, at its own expense, promptly take whatever action and sign or execute any further documents which the Investor may require to:

16.2.1 give effect to the requirements of this Deed;

16.2.2 create, protect, preserve and perfect the Security intended to be created by or under this Deed;

16.2.3 protect and preserve the ranking of the Security intended to be created by or under this Deed;

16.2.4 facilitate the realisation of all or any of the Security Assets, or the exercise of any rights, powers and discretions by the Investor, any Receiver, any Delegate, any administrator or any, agent or employee in connection with all or any of the Security Assets, including but not limited to executing and delivering all documentation necessary to transfer legal title to any Security Asset to the Investor, its nominee or any third party; and

16.2.5 while any Event of Default is continuing, assign any Collateral Warranty capable of assignment to any person nominated by the Investor or any Receiver,

and any such document may disapply section 93 (*Restriction on consolidation of mortgages*) of the LPA.

16.3 Future Property

If a Chargor acquires any Real Property after the date of this Deed, it must:

16.3.1 notify the Investor immediately in writing;

16.3.2 immediately on request by the Investor and at its own expense, execute and deliver to the Investor a legal mortgage substantially in the form set out in Schedule 7 (*Form of Legal Mortgage*);

16.3.3 if the title to that Real Property is registered at the Land Registry, or required to be so registered, make an application to the Land Registry for a restriction against the registered titles in the terms set out in Clause 16.1 (*Application to Land Registrar*); and

16.3.4 if applicable, ensure that this Deed is correctly noted in the Register of Title against that title at the Land Registry.

If the consent of the landlord in whom the reversion of a lease is vested is required for the Chargor to execute a legal mortgage over it, the Chargor will not be required to perform that obligation until it has obtained the landlord's consent. The Chargor shall use all its reasonable endeavours to obtain the landlord's consent. Clause 4.1.4 shall apply to such Real Property as if set out here in full.

16.4 Deposit of documents

The Chargor shall promptly, on the date of this Deed and during the Security Period, and if the Investor so requests, deposit with the Investor:

16.4.1 all deeds, certificates and other documents of or evidencing title for the Security Assets; and

16.4.2 any other documents which the Investor may from time to time require for perfecting its title, or the title of any purchaser,

or pending registration shall be held to the order of the Investor either at the applicable Land Registry or by a firm of solicitors acceptable to the Investor.

16.5 Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1) (b) (*Right to dispose and further assurance*) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause.

17 Power of attorney

17.1 The Chargor by way of security, irrevocably and severally, appoints each of the Investor, any Receiver, and any of its Delegates or sub-delegates, or other person nominated in writing by, an officer of the Investor or Receiver jointly and severally as its attorney, in the name of the Chargor, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit to take any action, sign or execute any documents which the Chargor is obliged to take, sign or execute under with this Deed.

17.2 The Chargor ratifies and confirms, and agrees to ratify and confirm, all such actions taken and documents signed or executed or purported to be done by any attorney under its appointment under this Deed.

18 Currency

For the purpose of, or pending the discharge of, any of the Indebtedness the Investor may convert any moneys received or recovered by it from one currency to another, at a market rate of exchange. The obligations of the Chargor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

19 Set-off

19.1 The Investor may, without prior notice to the Chargor, apply any credit balance, whether or not then due and in whatever currency, held at any time with the Investor for the account of the Chargor towards satisfaction of the Indebtedness or any part of them.

19.2 The Investor may convert or translate all or any part of such credit balance to another currency applying a market rate of exchange in its usual course of business for the purpose of the set-off, when exercising rights under this Clause or under general law.

19.3 The Investor is not obliged to exercise any of its rights under this Clause, which shall be without prejudice and in addition to any rights under general law. *Rights under*

general law means any right of set-off, combination or consolidation of accounts, lien, similar right which the Investor may have under any applicable law.

20 Notices

20.1 Communications in writing

Any communication to be made under or in connection with this Deed and any Transaction Documents pursuant to it shall be made in writing and, unless otherwise stated, may be made by fax or letter.

20.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

20.2.1 in the case of the Chargor, that identified with its name below;

20.2.2 in the case of the Investor, that identified with its name below,

or any substitute address or fax number or department or officer as the Party may notify to the Investor (or the Investor may notify to the other Parties, if a change is made by the Investor) by not less than five Business Days' notice.

20.3 Delivery

20.3.1 Any communication or document made or delivered by one person to another under or in connection with the Transaction Documents will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;

and, if a particular department or officer is specified as part of its address details provided under Clause 20.2 (*Addresses*), if addressed to that department or officer.

20.3.2 Any communication or document to be made or delivered to the Investor will be effective only when actually received by the Investor and then only if it is expressly marked for the attention of the department or officer identified with the Investor's signature below (or any substitute department or officer as the Investor shall specify for this purpose).

20.3.3 Any communication or document which becomes effective, in accordance with paragraphs 20.3.1 to 20.3.2, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

20.4 Electronic communication

20.4.1 Any communication to be made between any two Parties under or in connection with the Transaction Documents may be made by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if the Parties:

- (a) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and

- (b) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

20.4.2 Any such electronic communication as specified in Clause 20.4.1 to be made between the Chargor and the Investor may only be made in that way to the extent that the Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication.

20.4.3 Any such electronic communication as specified in Clause 20.4.1 made between any of the Parties will be effective only when actually received (or made available) in readable form and in the case of any electronic communication made by a Party to the Investor only if it is addressed in such a manner as the Investor shall specify for this purpose.

20.4.4 Any electronic communication which becomes effective, in accordance with Clause 20.4.3, after 5:00 p.m. in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of this Deed shall be deemed only to become effective on the following day.

20.4.5 Any reference in a Transaction Document to a communication being sent or received shall be construed to include that communication being made available in accordance with this Clause 20.4.

20.5 English language

Any notice given under or in connection with this Deed must be in English.

21 Calculations and certificates

21.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Investor are *prima facie* evidence of the matters to which they relate.

21.2 Certificates and Determinations

Any certification or determination by the Investor of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

21.3 Day count convention

Any interest, commission or fee accruing under this Deed will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days.

22 Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable neither the legality, validity or enforceability of the remaining provisions, nor the legality, validity or enforceability of such provision will in any way be affected or impaired.

23 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Investor, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm any provision of this Deed. No election to affirm this Deed by the Investor shall be effective unless it is in writing. No single or

partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

24 Discharge of Security

At the end of the Security Period, unless any third party has any rights of subrogation or other rights in respect of the Security created by this Deed at that time, the Investor shall, or shall procure that its appointees will, at the request and cost of the Chargor:

- 24.1 release the Security Assets or any part of them from the Security created by or under this Deed; and
- 24.2 re-assign to the Chargor those Security Assets that have been assigned to the Investor by or under this Deed.

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

25 Counterparts

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

26 Governing law

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

27 Arbitration

- 27.1 If any dispute, controversy or claim of whatever nature arises under, out of or in connection with this Deed, including any question regarding its existence, validity or termination or any non-contractual obligations arising out of or in connection with this Deed (a "**Dispute**"), the Investor and the Chargor shall use all reasonable endeavours to resolve the matter amicably.
- 27.2 All Disputes, which are unresolved pursuant to clause 27.1 and which a party wishes to have resolved, shall be referred upon the application of any party to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three, one to be appointed by the Chargor and the other by the Investor and the third, subject to the provisions of the LCIA Rules, by the two so appointed. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified in the notice, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if the sole arbitrator had been appointed by agreement. Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

Schedule 1
Real Property charged by way of legal mortgage

Part 1
Registered Land

Description address	Title number
Not Applicable	Not Applicable

Part 2
Unregistered Land

Description address
Not Applicable

Schedule 2

Additional powers of Receiver

Any Receiver appointed to the Chargor or in relation to all or any of the Security Assets of the Chargor, shall have, (i) the powers conferred by the LPA on receivers and mortgagees in possession, (ii) the powers conferred by Clause 10.2 (*Powers of Receiver*), and (iii) the powers set out in this Schedule.

1 Collect Security Assets and moneys

To enter into, take immediate possession of, collect and get in the Security Assets. To take all such action and execute all such documentation as the Receiver may consider necessary or desirable for the management, operation or realisation of all or any part of the Security Assets. To collect and get in all moneys or proceeds in any way arising from the Security Assets or any document or right affecting the Security Assets whether directly or indirectly.

2 Sale and disposal of Security Assets

To sell, exchange, surrender, renounce, deal with, convert into money, dispose of and realise the Security Assets or any of them or part of the Security Assets, in any manner and subject to any exceptions, reservations, covenants and obligations; and with or without consideration, such consideration taking the form of cash, debentures, shares, securities, other assets or obligations or other valuable consideration, payable in a lump sum or instalments over a period of time, in each case as the Receiver may consider necessary or desirable.

3 Manage the business

To continue, commence, manage, develop, amalgamate, diversify or undertake any business of the Chargor.

4 Apportion payments

To apportion any Rental Income and any financial liabilities.

5 Real Property rights

- 5.1 To acquire, renew, extend, grant, vary or otherwise deal with such easements, servitudes, rights, privileges and/or licences as the Receiver considers necessary or desirable.
- 5.2 To construct or complete any building, development and repair to the Secured Property whether or not it is in accordance with the development planned or being carried on at any Secured Property, and any roads, access ways and services.
- 5.3 To carry out any work involving furnishing or fitting out or the installation or provision of any Equipment on any part of any of the Secured Property.
- 5.4 To dedicate any part or parts of the Secured Property as a highway where to do so is desirable in order that any Secured Property may more conveniently be developed.
- 5.5 To make any change or arrangement as to boundaries of any Secured Property with adjoining owners and neighbours so as to resolve any dispute or to facilitate development.
- 5.6 To make any application for, and maintain any planning consent, building regulations approval or similar consent or licence relating to any of the Secured Property.

- 5.7 To effect and maintain Insurances, against the Insured Risks including but not limited to: fire and other physical risks; loss of rent; third party or public liability; structural or latent defect; indemnities of any kind; or other matters as the Receiver considers necessary or desirable, and to make, prove, negotiate, adjust or enforce any claim on any Insurances whether effected by the Chargor, Investor or the Receiver.

6 Leases

- 6.1 To grant any lease or tenancy for any term, at any or no rent, with or without any premium on such terms as the Receiver considers necessary or desirable.
- 6.2 To accept the surrender or renunciation of any lease or tenancy, whether or not for the purpose of enabling a new lease to be granted on such terms as the Receiver considers necessary or desirable, including any payment to the tenant on such surrender or renunciation.
- 6.3 To give an effectual receipt for any premium payable on any grant, surrender or renunciation of any lease or tenancy.
- 6.4 To exercise, observe and perform any or all of the powers, obligations or duties conferred or imposed on any owner or occupier of any Secured Property, whether as landlord and/or tenant, at common law or by statute.
- 6.5 To initiate, oppose, negotiate, participate in, compromise or conclude any review or revision of any rent payable in respect of any lease or tenancy.

7 Equipment

To sever and sell or dispose of separately from any Secured Property containing it, any Equipment other than landlord's fixtures without the consent of the Chargor. To substitute, repair or improve the Equipment or any part of it.

8 VAT

To exercise any option or right of election available in law to the Chargor or the Receiver to waive exemption so that the supplies shall be supplies chargeable or taxable for VAT purposes at the standard or other applicable rate of tax.

9 Enter into, vary and execute documents

- 9.1 To sign, seal using the company seal of the Chargor, execute, deliver, complete and perfect all notices and documents, whether agreements or deeds for exercising, observing and performing any of the powers, obligations or duties conferred or imposed on the relevant Chargor by this Deed or by any law in respect of the Security Assets, all as the Receiver considers necessary or desirable.
- 9.2 To agree any variation, modification or determination of any existing deeds or agreements and enter into, make or obtain any new agreement or deeds as the Receiver considers may be necessary or desirable.

10 Receipts

To give valid receipts for all moneys or realisation proceeds in respect of any Security Asset.

11 Book debts

To sell or assign or otherwise dispose of book debts in any manner and on the terms the Receiver considers necessary or desirable.

12 **Dealings with a company**

12.1 To promote, incorporate, manage or wind up, either alone or with others, any company, which may or may not be a subsidiary of the Chargor, either for the purposes of:

1.1.1 disposing of any Security Asset to that company;

1.1.2 undertaking works on or providing services to the occupiers of any Security Asset; and/or

1.1.3 realising any Security Asset,

as the Receiver considers necessary or desirable.

13 **Use of moneys**

To utilise any moneys received to finance any expenditure from time to time incurred in connection with, the powers set out in this Schedule in advance of any other payments.

14 **Borrow**

To borrow, raise or secure the payment of money which may be required for the exercise of any of the powers conferred by this Deed, to create Security over any of the Security Assets in whatever form, or provide collateral, which may be granted in priority to the Security created by this Deed, as the Receiver considers necessary or desirable.

15 **Lend**

To lend money and make available any facility to the Chargor, or to such other person as the Receiver considers necessary or desirable.

16 **Uncalled capital**

To make calls of whatever nature on the members of the Chargor for uncalled capital and to request payment of such uncalled capital and enforce such payment in accordance with the constitutional documents of the Chargor.

17 **Voting rights**

To exercise all voting rights which the Chargor may exercise as a member of a company, other corporate or legal entity.

18 **Authorisations**

To obtain, renew, extend, amend or otherwise deal with Authorisations relating to the Chargor's (i) Security Assets, (ii) business, (iii) trade and (iv) ordinary activities, as the Receiver considers necessary or desirable.

19 **Employees and contractors**

19.1 To employ or appoint staff, solicitors, accountants, architects, surveyors, quantity surveyors, estate agents, insurance brokers, contractors, builders, workmen, security staff, watchmen, building managers, managers, officers, agents and other personnel or professional advisers on the terms and at such remuneration as the Receiver considers necessary or desirable.

19.2 To discharge any such person or persons referred to in paragraph 20.1 appointed by the Chargor, officer or delegate of the Chargor.

20 **Proceedings**

To take, defend, appeal, enforce, abandon or otherwise join in any proceedings (including any arbitration or determination of any issue or dispute by an independent expert) concerning or incidental to the Security Assets, any claims in relation to the Chargor, or any of the powers set out in this Schedule.

21 **Compromise**

To make any arrangement, settlement, compromise, or enter into any contract, or refer to arbitration any claim or dispute by any person who is a creditor or the Chargor or in relation to any of the Security Assets which the Receiver considers necessary or desirable.

22 **Redeem prior Security**

To redeem any prior Security and settle any liabilities outstanding for which that Security had been granted.

23 **Delegation**

To delegate all or any power or action of a Receiver under this Deed.

24 **Incidental powers**

To take any other actions which the Receiver:

- 24.1 considers necessary or desirable to realise, protect, exploit, maintain or increase the value of the Security Assets or any of them;
- 24.2 considers incidental or conducive to any right, power, function, discretion or authority of the Receiver under this Deed or by law; and
- 24.3 may undertake as agent of the Chargor.

Schedule 3
Forms of letter to and from Occupational Tenants

Part 1
Notice to Occupational Tenant

To: [Occupational tenant]

[Date]

Dear Sirs

re: [Insert a description of the Real Property]

Fixed and Floating Charge dated [] between Vivimed Specialty Chemicals UK Limited and DMI Income Fund Pte. Ltd. (the "Fixed and Floating Charge")

We refer to the lease dated [] and made between [] and [] (the "**Lease**") in respect of the real property known as [], title number [] and located at [insert the address]. Terms defined in the Fixed and Floating Charge have the same meaning in this Notice.

This letter constitutes notice to you that under the Fixed and Floating Charge we have assigned absolutely by way of security to **DMI Income Fund Pte. Ltd.** all our rights under the Lease.

We irrevocably instruct and authorise you to pay any rent payable by you under the Lease to our account at [], Account No. [], Sort Code [] (the "**Account**") [insert details of the [] Account].

The instructions in this letter apply until you receive notice from the Investor 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 Investor.

This letter is governed by English law.

Please confirm your agreement to the above by signing the attached acknowledgment and returning it to the Investor at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623 with a copy to us.

Yours faithfully,

For
Vivimed Specialty Chemicals UK Limited

Part 2
Acknowledgment from Occupational Tenant

To: **DMI Income Fund Pte. Ltd.**

[Date]

Dear Sirs

re: [Insert a description of the Real Property]

Fixed and Floating Charge dated [] between Vivimed Specialty Chemicals UK Limited and DMI Income Fund Pte. Ltd. (the "Fixed and Floating Charge")

We confirm receipt from Vivimed Specialty Chemicals UK Limited (the "**Chargor**") of a notice dated [] (the "**Notice**") in relation to the Lease (as defined in the Notice) in respect of the real property known as [], title number [] and located at [insert the address]. Terms defined in the Notice have the same meaning in this letter.

We accept the instructions contained in the Notice.

We confirm that we:

- (a) 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 Chargor under or in respect of the Lease; and
- (b) will pay all rent and all other monies payable by us under the Lease into the Account as defined in the Notice until we receive your written instructions to the contrary.

This letter is governed by English law.

Yours faithfully,

For

[]

Schedule 4
Forms of letter to and from Account Holder

Part 1
Notice to Account Holder regarding the Charged Accounts

To: [Barclays plc]

[Date]

Dear Sirs

Fixed and Floating Charge dated [] between Vivimed Specialty Chemicals UK Limited and DMI Income Fund Pte. Ltd. (the "Fixed and Floating Charge")

We refer to the following accounts which we hold with you: [Sort Code 20-00-00, Acc No: 4736055] as they may from time to time be re-designated or re-numbered ([each a] **"Charged Account"** [and together the **"Charged Accounts"**]). Terms defined in the Fixed and Floating Charge have the same meaning in this Notice.

We are writing to give you notice of certain rights in respect of the Charged Accounts that we have granted to DMI Income Fund Pte. Ltd. (the **Investor**).

Under the Fixed and Floating Charge we have charged by way of first fixed charge in favour of the Investor all amounts standing to the credit of each Charged Account from time to time (each a **"Deposit"** and together the **"Deposits"**) and all of our right, title and interest in, and relating to, each Charged Account. Regardless of any previous authorisations or instructions which we may have given you and without making any enquiry as to the justification for the matter, we irrevocably authorise and instruct you:

- (a) to disclose to the Investor any information relating to us, each Charged Account and each Deposit which the Investor may from time to time request you to disclose to it;
- (b) to hold each Deposit to the order of the Investor, and not permit the whole or any part of any Deposit to be withdrawn by us;
- (c) to pay or release all or any part of each Deposit, and generally to act in relation to each Deposit, only in accordance with the written instructions of the Investor; and
- (d) to comply with the terms of any written notice or instructions in any way relating to or purporting to relate to any Charged Account or any Deposit which you may receive from the Investor.

The instructions and authorisations contained in this letter may not be revoked or varied without the written agreement of the Investor.

This letter is governed by English law. Please acknowledge and confirm the above to the Investor in the form attached with a copy to us.

Yours faithfully

for and on behalf of
Vivimed Specialty Chemicals UK Limited

copy: DMI Income Fund Pte. Ltd.

Part 2

Acknowledgment from Account Holder regarding Charged Accounts

To: **DMI Income Fund Pte. Ltd.**

(the "**Investor**")

[Date]

Dear Sirs

Fixed and Floating Charge dated [] between Vivimed Specialty Chemicals UK Limited and DMI Income Fund Pte. Ltd. (the "Fixed and Floating Charge")

We acknowledge receipt of a notice (the "**Notice**") from Vivimed Specialty Chemicals UK Limited (the "**Chargor**") dated [] that under the Fixed and Floating Charge it has charged by way of fixed charge in favour of the Investor all of the Chargor's right, title and interest in, and relating to the Charged Accounts and the Deposits (the "**Security**"). Terms defined in the Notice have the same meaning in this letter.

We confirm that:

- 1 we acknowledge receipt of the Notice and accept the authorisations and instructions contained in the Notice and we undertake to comply with its terms;
- 2 we have not received notice of any other assignment of, security, or encumbrance over any Deposit or Charged Account, or any interest, claim or right in or to either of them by any third party;
- 3 we shall promptly give you notice of any such actual, potential or asserted assignment, security, encumbrance, interest, claim or right of which we become aware;
- 4 we do not, and will not, hold or otherwise have the benefit of any Security or other encumbrance over any Charged Account or any Deposit; and
- 5 we will not exercise any right of combination, consolidation, merger or set-off which we may have in respect of any Charged Account or any Deposit.

We are aware that you are relying on this letter in connection with your rights under the Security.

This letter is governed by English law.

Yours faithfully

for and on behalf of

[Barclays Plc]

copy: Vivimed Specialty Chemicals UK Limited

Schedule 5
Forms of letter and acknowledgment for Insurances

To: **[insert name and address of insurance company]**

Attention: []

[Date]

Dear Sirs

Notice of assignment

Fixed and Floating Charge dated [] between Vivimed Specialty Chemicals UK Limited (the "Chargor") and DMI Income Fund Pte. Ltd. (the "Investor") (the "Fixed and Floating Charge")

We refer to the [specify the relevant insurance policy] dated [] between us and you (the "**Policy**"). Terms defined in the Fixed and Floating Charge have the same meaning in this Notice.

1 We notify you that:

- 1.1 under a Fixed and Floating Charge , we have assigned to the Investor all our right, title and interest in and to, and all benefits accruing under, the Policy to the Investor all our right to receive all amounts payable to it under the Policy and all our rights in connection with those amounts as Security for certain obligations owed to the Investor;
- 1.2 we may not agree to amend or terminate the Policy without the prior written consent of the Investor;
- 1.3 until you receive written notice to the contrary from the Investor, you may continue to deal with us in relation to the Policy and credit all moneys to which we are entitled under the Policy to the following account in our name: [insert details of relevant Charged Account];
- 1.4 after receipt of written notice in accordance with paragraph 1.3 we will cease to have any right to deal with you in relation to the Policy and from that time you should deal only with the Investor; and
- 1.5 you are authorised to disclose information relating to the Policy to the Investor on its request.

2 We request that you:

- 2.1 after receipt of written notice in accordance with paragraph 1.3, ensure that all moneys to which we are entitled under the Policy are credited to any account of the Investor specified by the Investor (and are not paid to us);
- 2.2 immediately note on the Policy the Investor's Security under the Fixed and Floating Charge; and
- 2.3 give the Investor not less than 30 days' written notice of you terminating the Policy or allowing the Policy to lapse.

3 Please sign and return the enclosed copy of this notice to the [●] (with a copy to us) to confirm that you:

- 3.1 agree to the terms of this notice and to act in accordance with its provisions;

- 3.2 have not received notice that we have assigned our rights under the Policy or charged by way of fixed charge our rights to receive all amounts payable to it under the Policy and all our rights in connection with those amounts to a third party or created any other interest (whether by way of Security or otherwise) in the Policy in favour of a third party; and
- 3.3 have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Policy.

The provisions of this notice are governed by English law.

Yours faithfully

for and on behalf of
Vivimed Specialty Chemicals UK Limited

Copy to: Investor

[On acknowledgment copy]

To: **DMI Income Fund Pte. Ltd.**

Copy to: **Vivimed Specialty Chemicals UK Limited**
Leeds Road c/o Syngenta Site, Huddersfield
United Kingdom
HD2 1FF

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 3.

for and on behalf of
[insert name of insurance company]

Date: -----

Schedule 6

Forms of letter and acknowledgment for agreements being assigned agreements

To: [insert name and address of counterparty]

Attention: []

[Date]

Dear Sirs

Notice of assignment

Fixed and Floating Charge dated [] between Vivimed Specialty Chemicals UK Limited and DMI Income Fund Pte. Ltd. (the "Investor") (the "Fixed and Floating Charge")

- 1 We refer to the [specify the agreement being assigned] dated [] between us and you (the "**Agreement**"). Terms defined in the Fixed and Floating Charge have the same meaning in this Notice. We notify you that:
 - 1.1 under a Fixed and Floating Charge we have assigned to the Investor all our right, title and interest in and to, and all benefits accruing under, the Agreement as Security for certain obligations owed to the Investor;
 - 1.2 we may not agree to amend or terminate the Agreement without the prior written consent of the Investor;
 - 1.3 until you receive written notice to the contrary from the Investor that an Event of Default has occurred, you may continue to deal with us in relation to the Agreement and credit all moneys to which we are entitled under the Agreement to the following account in our name: [insert details of relevant Charged Account];
 - 1.4 after receipt of written notice in accordance with paragraph 2.3 we will cease to have any right to deal with you in relation to the Agreement and from that time you should deal only with the Investor; and
 - 1.5 you are authorised to disclose information relating to the Agreement to the Investor on its request.
- 2 We request that you:
 - 2.1 after receipt of written notice in accordance with paragraph 1.3, ensure that all moneys to which we are entitled under the Agreement are credited to the account of the Investor specified in that notice (and are not paid to us);
 - 2.2 give the Investor written notice of any breach of the Agreement as soon as you become aware of it; and
 - 2.3 give the Investor not less than 30 days' written notice of you terminating the Agreement.
- 3 Please sign and return the enclosed copy of this notice to the [•] (with a copy to us) to confirm that you:
 - 3.1 agree to the terms of this notice and to act in accordance with its provisions;
 - 3.2 have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of Security or otherwise) in the Agreement in favour of a third party; and

3.3 have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Agreement.

4 The provisions of this notice are governed by English law.

Yours faithfully

for and on behalf of
Vivimed Specialty Chemicals UK Limited

Copy to: Investor

[On acknowledgment copy]

To: **DMI Income Fund Pte. Ltd.**

Copy to: **Vivimed Specialty Chemicals UK Limited**
Leeds Road c/o Syngenta Site, Huddersfield
United Kingdom
HD2 1FF

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 3.

for and on behalf of
[insert name of counterparty]

Date: -----

Schedule 7

Form of Legal Mortgage

This deed is dated [] between:

- (1) **Vivimed Specialty Chemicals UK Limited**, a company incorporated and registered in the United Kingdom with company number 11481333 whose registered office is at Leeds Road c/o Syngenta Site, Huddersfield, United Kingdom, HD2 1FF; and
- (2) **DMI Income Fund Pte. Ltd.** of 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623 (Company Number: 201429617W) (the "**Investor**").

This deed witnesses as follows:

1 Definitions and interpretation

This legal mortgage is intended to be a deed between the parties to it and is referred to here as "**this Mortgage**". Words and expressions defined in the Fixed and Floating Charge dated [] between the Chargor and the Investor (the "**Fixed and Floating Charge**") have the same meanings in this Mortgage unless they are expressly defined in it.

This Mortgage takes effect as a deed even if it is signed under hand on behalf of the Investor.

2 Incorporation of provisions into each Mortgage

Clauses 1.2 (*Construction*), 1.3 (*Third party rights*), 1.5 (*Law of Property (Miscellaneous Provisions) Act 1989*), 6 (*Representations and warranties*), 7 (*Undertakings relating to the Security Assets*), 8 (*Undertakings relating to Real Properties*), 9 (*Enforcement*), 10 (*Appointment and powers of Receivers*), 11 (*Protection of purchasers*), 12 (*Protection of the Investor and Receivers*), 13 (*Costs, expenses and fees*), 14 (*Preservation of Security*), 15 (*Tacking for further advances*), 16 (*Further assurance*), 17 (*Power of attorney*), 18 (*Currency*), 19 (*Set-off*), 20 (*Notices*), 21 (*Calculations and certificates*), 22 (*Partial invalidity*), 23 (*Remedies and waivers*), 24 (*Discharge of Security*), 25 (*Counterparts*), 26 (*Governing law*) of the Fixed and Floating Charge are deemed to form part of this Mortgage as if expressly incorporated into this Mortgage and as if references in those Clauses to (a) the "Fixed and Floating Charge" or "this Deed" were references to this Mortgage, and (b) the Security Assets were references to the assets of the Chargor from time to time charged, or assigned (whether at law, or in equity) in favour of the Investor by or pursuant to this Mortgage.

3 Nature of security created

All of the Security created under this Mortgage is created:

- 3.1 as a continuing security to secure the payment and discharge of all of the Indebtedness;
- 3.2 over all present and future assets of the description in this Mortgage in Clause 4 owned by the Chargor, except in the case of assets which are the subject of a legal mortgage under this Deed, and over any right or interest which the Chargor may otherwise have in such assets; and
- 3.3 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

4 Fixed security

The Chargor:

- 4.1 charges to the Investor by way of first legal mortgage its Real Properties including those listed in the Schedule, (*Real Properties charged by way of legal mortgage*); and
- 4.2 charges, to the Investor to the extent not subject to the charge by way of legal mortgage in Clause 4.1, by way of first fixed charge its Real Property which it has now or which it owns and which it may subsequently acquire.

5 Application to Land Registrar

The Chargor shall apply to the Land Registry in Form RX1 and consents to the registration against the registered titles specified in the Schedule (*Real Property charged by way of legal mortgage*) of:

- 5.1 a restriction in the following terms:
- "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*the date of this Mortgage*] in favour of DMI Income Fund Pte. Ltd. referred to in the charges register or their conveyancer. (Form P)"; and
- 5.2 a notice that the Investor is under an obligation to make further advances on the terms and subject to the conditions of the Transaction Documents.

6 Negative pledge

The Chargor shall not create or permit to subsist any Security over any Security Asset.

7 Governing law

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

Executed as a deed and delivered on the date appearing at the beginning of this Mortgage.

Schedule
Real Property charged by way of legal mortgage

Description address	Title Number

Schedule 8
Confirmation Certificate

DMI Income Fund Pte. Ltd.

Re: Fixed and Floating Charge dated [*date*] (the "Fixed and Floating Charge")

- 1 We hereby expressly confirm that we have received a copy of the [*insert Tranche*] secured debenture instrument dated [*insert date*] (the "**Debenture**") and consent to its provisions.
- 2 We further confirm that:
 - 2.1 without prejudice to the rights of the Investor which have arisen on or before the date of this Certificate, the Fixed and Floating Charge shall remain in full force and effect and the Indebtedness shall extend to and include the Debenture;
 - 2.2 the representations and warranties in clause 6 of the Fixed and Floating Charge remain true and correct; and
 - 2.3 all our other rights and obligations under the Fixed and Floating Charge shall continue and remain unaffected.
- 3 All words and expressions defined or explained in the Fixed and Floating Charge shall have the same meanings when used in this Certificate.

For and on behalf of

Vivimed Specialty Chemicals UK Limited

By:

Name:

Designation: Director

EXECUTION PAGE TO LEGAL MORTGAGE

The Chargor

Executed as a **deed** by **Vivimed
Specialty Chemicals UK Limited**
acting by a director in the presence of:

signature Director

Signature
of Witness

print name

Name: _____
print name of witness

Address:

The Investor

Executed as a **deed** by **DMI Income
Fund Pte. Ltd.** acting by a director in
the presence of:

signature Director

Signature
of Witness

print name

Name: _____
print name of witness

Address:

Schedule 9
Intellectual Property Rights

Description
Not Applicable

EXECUTION PAGE TO FIXED AND FLOATING CHARGE

The Chargor

Executed as a deed by Vivimed
Specialty Chemicals UK Limited
acting by a director in the presence of:

Signature redacted

signature Director

Signature
of Witness

SANKETH VARALWAR

print name

Signature redacted

Name:

Kolpanthi gungandhar

print name of witness

Address:

Address redacted

Chargor contact details:

Address:
Fax Number:
E-mail Address:
Attention:

The Investor

Executed as a deed by DMI Income
Fund Pte. Ltd. acting by a director in
the presence of:

signature Director

Signature
of Witness

print name

Name:

print name of witness

Address:

Investor contact details:

Address:
Fax Number:
E-mail Address:
Attention: