

MR01

Particulars of a charge

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#16

COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NO**
You may not use this form to
register a charge when
instrument Use form I

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 8 3 3 4 7 1 5
Company name in full DUNWILCO (1783) LIMITED

3 For official use
→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date ^d0 ^d2 ^m1 ^m0 ^y2 ^y0 ^y1 ^y4 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name SITUS ASSET MANAGEMENT LIMITED as agent and
trustee for the Common Secured Parties (the "Mezzanine Security Agent")

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to Section 7

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X *Chabard Chana Ltd*

X

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

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Alanna Johnson (70-40582094)**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country **United Kingdom**

DX **149120 Canary Wharf 3**

Telephone **020 7006 5049**



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8334715

Charge code: 0833 4715 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd October 2014 and created by DUNWILCO (1783) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th October 2014.

DX

Given at Companies House, Cardiff on 14th October 2014



Companies House



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8035563

Charge code: 0803 5563 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2014 and created by KEWILL GROUP HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th October 2014.

Q.

Given at Companies House, Cardiff on 14th October 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 2 OCTOBER 2014

DUNWILCO (1847) LIMITED

AND

DUNWILCO (1783) LIMITED
AS CHARGORS

AND

SITUS ASSET MANAGEMENT LIMITED
AS MEZZANINE SECURITY AGENT

SECURITY AGREEMENT

We hereby certify this
to be a true copy of the
original.
Signed *Clifford Chance*
Clifford Chance LLP
10 Upper Bank Street
London E14 5

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Part II Acknowledgement of Counterparty

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THIS DEED is dated 2 October 2014 and made

BETWEEN

- (1) **THE COMPANIES** listed in Schedule 1 (*Chargors*) as chargors (each a "**Chargor**"), and
- (2) **SITUS ASSET MANAGEMENT LIMITED** (the "**Mezzanine Security Agent**") as agent and trustee for the Common Secured Parties

BACKGROUND

- (A) Each Chargor enters into this Deed in connection with the Mezzanine Intercreditor Agreement (as defined below)
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed

The terms "**Account**", "**Authorisation**", "**Mezzanine Borrower**", "**Business Day**", "**Event of Default**", "**General Account**", "**Group**", "**Legal Reservations**", "**Lender**", "**Majority Lenders**", "**Mezzanine Agent**", "**Obligor**", "**Relevant Interbank Market**", and "**Subsidiary**" have the meaning given to them in the Mezzanine Facility Agreement

The terms "**Common Security Document**", "**Common Secured Debt Document**", "**Common Secured Party**", "**Junior Agent**", "**Junior Creditor**", "**Mezzanine Discharge Date**", "**Obligors**", "**Sponsor Document**" and "**Sponsor Liabilities**" have the meaning given to them in the Mezzanine Intercreditor Agreement

"**Account Bank**" means, in relation to a Restricted Account, the bank with which the Restricted Account is maintained

"**Act**" means the Law of Property Act 1925

"**Common Intercreditor Agreement**" means the intercreditor agreement dated on or about the date of this Deed between, amongst others, the Obligors, the Common Security Agent, the Agent, the Original Senior Lender, the Original Hedge Counterparties, the Mezzanine Agent and Mezzanine Security Agent, the Original Mezzanine Lender, and the Mezzanine Borrower (each as defined therein)

"**Common Security Agent**" has the meaning given to that term in the Common Intercreditor Agreement

"Common Security Document" has the meaning given to it in the Common Intercreditor Agreement

"Excluded Assets" means the interest of Dunwilco (1783) Limited in the whole or any part of the Security Assets charged in favour of the Common Security Agent under the Common Security Documents (in the form entered into on or about the date of this Deed)

"Final Discharge Date" means the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

"Junior Discharge Date" means the first date on which all Sponsor Liabilities and all Junior Liabilities have been fully and finally discharged to the satisfaction of the Sponsor Agent and the Junior Agent, whether or not as a result of an enforcement, and the Sponsor Creditors and the Junior Creditors are under no further obligation to provide financial accommodation to the Debtors under the Sponsor Documents

"Junior Event of Default" means an event of default as defined in the Sponsor Documents

"Mezzanine Facility Agreement" means the £105,000,000 credit agreement dated on or about the date of this Deed between the Chargors, the Mezzanine Security Agent and the Mezzanine Agent

"Mezzanine Intercreditor Agreement" means the intercreditor agreement entered into on or about the date of this Deed between, amongst others, the Chargors, Situs Asset Management Limited as the mezzanine agent and the mezzanine security agent AGRE Debt Fund I – Savoy Holdings S a r l as the original mezzanine lender and the mezzanine arranger, Prestonfield Investments Limited as the Sponsor Agent and Breezeroad Limited as the Junior Agent and the Debtors (as defined therein)

"Party" means a party to this Deed

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

"Restricted Account" means any account of a Chargor situated in England and Wales including the Accounts and includes

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred, and
- (b) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and Breezeroad Limited to any Common Secured Party under each Common Secured Debt Document

"Security Assets" means all assets of each Chargor the subject of any security created by this Deed

"Security Interest" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Period" means the period beginning on the date of this Deed and ending on the Final Discharge Date

1 2 **Construction**

- (a) The provisions of clauses 1 2 (*Construction*) and 1 4 (*Third party rights*) of the Mezzanine Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed, except that references to "this Agreement" will be construed as references to this Deed
- (b) A **"Common Secured Debt Document"** or any other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to that Common Secured Debt Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility
- (c) The term this **"Security"** means any security created by this Deed
- (d) **"Assets"** includes present and future properties, revenues and rights of every description
- (e) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period
- (f) The terms of the other Common Secured Debt Documents and of any side letters between any Parties in relation to any Common Secured Debt Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (g) If the Mezzanine Security Agent reasonably considers, having obtained legal advice to that effect, that an amount paid to a Common Secured Party under a Common Secured Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (h) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset
- (i) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset

1 3 Mezzanine Intercreditor Agreement

This Deed is subject to the terms of the Mezzanine Intercreditor Agreement

1 4 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

2 CREATION OF SECURITY

2 1 General

- (a) All the security created under this Deed
 - (i) is created in favour of the Mezzanine Security Agent,
 - (ii) is created over present and future assets of each Chargor,
 - (iii) is security for the payment of all the Secured Liabilities, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the rights of a Chargor under a document cannot be secured without the consent of a party to that document
 - (i) that Chargor must notify the Mezzanine Security Agent promptly,
 - (ii) this Security will secure all amounts which that Chargor may receive, or has received, under that document but exclude the document itself, and
 - (iii) if the Mezzanine Security Agent requires, that Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed
- (c) The Mezzanine Security Agent holds the benefit of this Deed on trust for the Common Secured Parties

2 2 Land

- (a) Each Chargor charges
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; and

- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property
- (b) A reference in this Clause 2.2 to a mortgage or charge of any freehold or leasehold property includes
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants

2.3 Investments

- (a) Subject to Clause 2.11 (*Excluded Assets*), Each Chargor charges
 - (i) by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf, and
 - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf
- (b) A reference in this Clause 2.3 to a mortgage or charge of any stock, share, debenture, bond or other security includes
 - (i) any dividend or interest paid or payable in relation to it, and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

2.4 Plant and machinery

Each Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession

2.5 Restricted credit balances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account and the debt represented by it

2.6 Insurances

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest

2 7 Other contracts

Subject to Clause 2 11 (*Excluded Assets*), Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of

- (a) any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2 7,
- (b) any letter of credit issued in its favour, and
- (c) any bill of exchange or other negotiable instrument held by it

2 8 Intellectual property

Each Chargor charges by way of a first fixed charge, all of its rights in respect of

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right, this includes the patents and trademarks,
- (b) any copyright or other intellectual property monopoly right, or
- (c) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same

2 9 Miscellaneous

Each Chargor charges by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above, and
- (e) its uncalled capital

2 10 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause 2
- (b) Except as provided below, the Mezzanine Security Agent may, at its discretion, or must, following receipt of a written instruction from the Majority Lenders (or, after the Mezzanine Discharge Date, the Junior Agent), by notice to a Chargor convert the floating charge created by that Chargor under this Clause 2 10 into a fixed charge as regards any of that Chargor's assets specified in that notice, if
 - (i) an Event of Default is continuing, or
 - (ii) the Mezzanine Security Agent considers (acting reasonably) those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- (c) The floating charge created by this Clause 2 10 may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,
 under section 1A of the Insolvency Act 1986
- (d) The floating charge created by this Clause 2 10 will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed or the Mezzanine Security Agent receives notice of an intention to appoint an administrator
- (e) The floating charge created by this Clause 2 10 is a **"qualifying floating charge"** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

2 11 Excluded Assets

The Security from time to time constituted under this Deed does not extend to the interest of Dunwilco (1783) Limited in the Excluded Assets unless and until the Security granted by Dunwilco (1783) Limited over those Excluded Assets under the terms of the Common Security Documents (in the form signed on or about the date of this Deed) has been released or otherwise discharged by the Common Security Agent

3 REPRESENTATIONS - GENERAL

3 1 Nature of security

Subject to the Legal Reservations, each Chargor represents and warrants to each Common Secured Party that this Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise

3 2 Times for making representations

- (a) The representations and warranties set out in this Deed (including in this Clause 3 2) are made on the date of this Deed
- (b) Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be made by each Chargor by reference to the facts and circumstances then existing on each date during the Security Period
- (c) When a representation and warranty is repeated, it is applied to the circumstances existing at the time of repetition

4 RESTRICTIONS ON DEALINGS

No Chargor may

- (a) create or permit to subsist any Security Interest on any Security Asset, or
 - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as expressly allowed under the Mezzanine Facility Agreement

5 LAND

5 1 H.M. Land Registry

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any real property which becomes secured under this Deed registered at H M Land Registry

"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 security agreement dated [•] in favour of Situs Asset Management Limited referred to in the charges register or their conveyancer (Standard Form P)"

6 INVESTMENTS

6.1 General

In this Clause 6.1

"Investments" means

- (a) the Shares,
- (b) any other shares, stocks, debentures, bonds or other securities or investments,
- (c) any dividend or interest paid or payable in relation to any of the above, and
- (d) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise

"Shares" means in the case of the Mezzanine Borrower, the entire issued share capital in Dunwilco (1783) Limited as at the date of this Deed

6.2 Investments

- (a) Each Chargor represents and warrants (to the extent applicable) to each Common Secured Party that
 - (i) its Shares and its other Investments are fully paid, and
 - (ii) it is the sole legal and beneficial owner of its Investments
- (b) The Borrower represents that its Shares represent the whole of the issued share capital of Dunwilco (1783) Limited

6.3 Deposit

Each Chargor must

- (a) immediately deposit with the Mezzanine Security Agent, or as the Mezzanine Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any of its Investments, and
- (b) promptly execute and deliver to the Mezzanine Security Agent all share transfers and other documents which may be requested by the Mezzanine Security Agent in order to enable the Mezzanine Security Agent or its nominees to be registered as the owner or otherwise obtain a legal title to any of its Investments

6.4 Changes to rights

No Chargor may take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further shares in the Borrower or Dunwilco (1783) Limited being issued

6.5 Calls

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments
- (b) If a Chargor fails to do so, the Mezzanine Security Agent may pay the calls or other payments on behalf of that Chargor. That Chargor must within 5 Business Days of request reimburse the Mezzanine Security Agent for any payment made by the Mezzanine Security Agent under this Clause 6.5

6.6 Other obligations in respect of Investments

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

6.7 Voting rights

- (a) Before this Security becomes enforceable
 - (i) the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Mezzanine Security Agent) be exercised in any manner which the relevant Chargor may direct in writing, and
 - (ii) all dividends or other income paid or payable in relation to any Investments must be paid in accordance with the terms of the Mezzanine Facility Agreement
- (b) Each Chargor must indemnify the Mezzanine Security Agent against any loss or liability incurred by the Mezzanine Security Agent as a consequence of the Mezzanine Security Agent acting in respect of the Investments on the direction of any Chargor

- (c) After this Security has become enforceable, the Mezzanine Security Agent may (but is not obliged to) exercise (in the name of the relevant Chargor and without any further consent or authority on the part of the relevant Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise

6 8 Financial Collateral

- (a) To the extent that the assets mortgaged or charged under this Deed constitute "financial collateral" and this Deed and the obligations of a Chargor under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)) the Mezzanine Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities
- (b) Where any financial collateral is appropriated
 - (i) if the financial collateral is listed or traded on a recognised exchange its value will be taken as the value at which it could have been sold on the exchange on the date of appropriation, or
 - (ii) in any other case, the value of the financial collateral will be such amount as the Mezzanine Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it,

and each Common Secured Party will give credit for the proportion of the value of the financial collateral appropriated to its use

7 RESTRICTED CREDIT BALANCES

7 1 Representations

Each Chargor represents to each Common Secured Party that

- (a) it is the sole legal and beneficial owner of the credit balance from time to time in each Restricted Account which it maintains, and
- (b) those credit balances are free of any Security Interests (except for those created by or under this Deed) and any other rights or interests in favour of third parties (except for rights and interests in favour of the relevant Account Bank)

7.2 Notices of charge

If a Chargor possesses or comes to possess a Restricted Account, or if the account bank at which a Restricted Account is held changes, that Chargor must:

- (a) immediately serve a notice of charge, substantially in the form of Part I of Schedule 2 (*Forms of letter for Account Bank*) on each Account Bank, and
- (b) use its reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part II of Schedule 2 (*Forms of letter for Account Bank*)

8 INTELLECTUAL PROPERTY

8.1 General

In this Clause 8.1 "**Intellectual Property Rights**" means

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right,
- (b) any copyright or other intellectual property monopoly right,
- (c) any interest (including by way of licence) in any of the above, or
- (d) any application for any of the above,

in each case, **provided that** the same are material to the business of the Chargor, whether registered or not, and included in the definition of "**Security Assets**" in Clause 1.1 (*Definitions*)

8.2 Preservation

- (a) Each Chargor must
 - (i) make such registrations and pay such fees, registration taxes and similar amounts as are necessary to keep its Intellectual Property Rights in force,
 - (ii) take all other steps which are reasonably practicable to maintain and preserve its interests in its Intellectual Property Rights,
 - (iii) if requested to do so by the Mezzanine Security Agent, (acting reasonably), make entries in any public register of its Intellectual Property Rights which either record the existence of this Deed or the restrictions on disposal imposed by this Deed, and
 - (iv) take such steps as are necessary (including the institution of legal proceedings) to prevent third parties infringing those Intellectual Property Rights.

- (b) Each Chargor must ensure that, except with the prior consent of the Mezzanine Security Agent, none of its Intellectual Property Rights which is registered is abandoned or cancelled, lapses or is liable to any claim of abandonment for non-use or otherwise

9 RELEVANT CONTRACTS

9.1 General

In this Clause 9.1

"**Relevant Contract**" means any agreement to which a Chargor is a party and which the Mezzanine Security Agent and the relevant Chargor has designated a Relevant Contract

9.2 Other undertaking

Each Chargor must

- (a) duly and promptly perform its obligations, and diligently pursue its rights, under each Relevant Contract to which it is a party, and
- (b) supply the Mezzanine Security Agent and any Receiver with copies of each such Relevant Contract and any information and documentation relating to any such Relevant Contract requested by the Mezzanine Security Agent or any Receiver

9.3 Notices of assignment

- (a) Each Chargor must
 - (i) immediately serve a notice of assignment, substantially in the form of Part I of Schedule 3 (*Forms of letter for Relevant Contracts*), on each counterparty to a Relevant Contract to which it is a party, and
 - (ii) use its reasonable endeavours to procure that each such party acknowledges that notice, substantially in the form of Part II of Schedule 3 (*Forms of letter for Relevant Contracts*)
- (b) This Deed constitutes notice and acknowledgment in writing between the Chargors of the charge and assignment of the rights of each Chargor under any Relevant Contract to which that Chargor and such other Chargor are a party

10 WHEN SECURITY BECOMES ENFORCEABLE

10.1 Event of Default

This Security will become immediately enforceable if an Event of Default (or, following the Mezzanine Discharge Date, a Junior Event of Default) is continuing and the Mezzanine Security Agent gives notice to each Chargor that this Security is enforceable

10.2 Discretion

After this Security has become enforceable, the Mezzanine Security Agent may in its absolute discretion, or must, on the written instruction of the Majority Lenders (or after the Mezzanine Discharge Date, the Junior Agent), enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders (or, after the Mezzanine Discharge Date, the Junior Agent) directs

10.3 Power of sale

The power of sale and other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable

11 ENFORCEMENT OF SECURITY**11.1 General**

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security
- (c) The statutory powers of leasing conferred on the Mezzanine Security Agent are extended so as to authorise the Mezzanine Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Mezzanine Security Agent may think fit and without the need to comply with any provision of section 99 or 100 of the Act

11.2 No liability as mortgagee in possession

Neither the Mezzanine Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

11.3 Privileges

Each Receiver and the Mezzanine Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply

11.4 Protection of third parties

No person (including a purchaser) dealing with the Mezzanine Security Agent or a Receiver or its or his agents will be concerned to enquire

- (a) whether the Secured Liabilities have become payable,
- (b) whether any power which the Mezzanine Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised,

- (c) whether any money remains due under the Common Secured Debt Documents, or
- (d) how any money paid to the Mezzanine Security Agent or to that Receiver is to be applied

11.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Mezzanine Security Agent may
 - (i) redeem any prior Security Interest against any Security Asset, and/or
 - (ii) procure the transfer of that Security Interest to itself, and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer, any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor
- (b) Each Chargor must pay to the Mezzanine Security Agent, immediately on demand, the costs and expenses incurred by the Mezzanine Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest

11.6 Contingencies

If this Security is enforced at a time when no amount is due under the Common Secured Debt Documents but at a time when amounts may, or will become due, the Mezzanine Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account

12 RECEIVER

12.1 Appointment of Receiver

- (a) Except as provided below, the Mezzanine Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if
 - (i) this Security has become enforceable, or
 - (ii) a Chargor so requests the Mezzanine Security Agent in writing at any time
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed

- (d) The Mezzanine Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986
- (e) The Mezzanine Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Mezzanine Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

12.2 Removal

The Mezzanine Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

12.3 Remuneration

The Mezzanine Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply

12.4 Agent of each Chargor

- (a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver
- (b) No Common Secured Party will incur any cost, loss or liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

12.5 Relationship with Mezzanine Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Mezzanine Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver

13 POWERS OF RECEIVER

13.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 13.1 in addition to those conferred on it by any law, this includes
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act, 1986, and

(ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act, 1986

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

13.2 Possession

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

13.3 Carry on business

A Receiver may carry on any business of any Chargor in any manner he thinks fit

13.4 Employees

(a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit

(b) A Receiver may discharge any person appointed by any Chargor

13.5 Borrow money

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

13.6 Sale of assets

(a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit

(b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit

(c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Chargor

13.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender)

13 8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset

13 9 Legal actions

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

13 10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset

13 11 Subsidiaries

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset

13 12 Delegation

A Receiver may delegate his powers in accordance with this Deed

13 13 Lending

A Receiver may lend money or advance credit to any customer of any Chargor

13 14 Protection of assets

A Receiver may

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset,
- (b) commence and/or complete any building operation, and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he thinks fit

13 15 Other powers

A Receiver may

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law,

- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset, and
- (c) use the name of any Chargor for any of the above purposes

14 APPLICATION OF PROCEEDS

Any moneys received by the Mezzanine Security Agent or any Receiver after this Security has become enforceable must be applied in accordance with clause 10 (*Proceeds of disposal and recoveries*) or clause 11 (*Application of Proceeds*) as applicable of the Mezzanine Intercreditor Agreement

15 DELEGATION

15.1 Power of Attorney

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

15.2 Terms

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

15.3 Liability

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

16 FURTHER ASSURANCES

Each Chargor must, at its own expense, take whatever action the Mezzanine Security Agent or a Receiver may reasonably require for

- (a) creating, perfecting or protecting any security intended to be created by this Deed, or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Mezzanine Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Mezzanine Security Agent or to its nominee, or

- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Mezzanine Security Agent may think expedient (acting reasonably)

17 POWER OF ATTORNEY

- (a) Each Chargor, by way of security, irrevocably and severally appoints the Mezzanine Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to (and irrespective of any insolvency proceeding of any nature which that Chargor may be subject to)

- (i) to take any action which it is obliged to take under this Deed including (without limitation) to do every act, or thing which the attorney, Receiver, delegate or sub-delegate may deem necessary, proper or expedient in order to carry out any actions required of it as set out in Clause 16 (*Further Assurances*), and/or
- (ii) do every act, or thing which the attorney, Receiver, delegate or sub-delegate may deem to be necessary, proper or expedient for fully and effectually vesting, transferring or assigning the Security Assets or any part thereof and/or its estate, right, title, benefit and/or interest therein or thereto in or to the attorney and/or its successors in title or other person or persons entitled to the benefit thereof in the same manner and as fully and effectually in all respects as it could have done, and/or
- (iii) to do every act, or thing which the attorney, Receiver, delegate or sub-delegate considers in each case *bona fide* necessary for the protection or preservation of the attorney's interests and rights in and to the Security Assets, and/or
- (iv) to have the power by writing under its hand by an officer of the attorney, Receiver, delegate or sub-delegate from time to time to appoint a substitute attorney (each a Substitute) who shall have the power to act on its behalf as if that Substitute had originally been appointed attorney under this Clause 17 and/or to revoke any such appointment at any time without assigning any reason therefore,

in each case which a Chargor has failed to do

- (b) Each Chargor ratifies and confirms whatever any attorney lawfully does or purports to do under its appointment under this Clause 17 Except in the case of sub-paragraph (iii) above, the power of attorney under this Clause 17 shall be exercisable only after the occurrence of an Event of Default which is continuing

18 PRESERVATION OF SECURITY**18.1 Continuing security**

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part

18.2 Reinstatement

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

18.3 Waiver of defences

The obligations of each Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause would reduce, release or prejudice any of its obligations under this Deed including, without limitation.

- (a) any time, waiver or consent granted to, or composition with, a Chargor or other person,
- (b) the release of a Chargor or any other person under the terms of any composition or arrangement with any creditor,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, a Chargor or any other person,
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any security,
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person,
- (f) any amendment of a Common Secured Debt Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility,
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under a Common Secured Debt Document or any other document or security, or
- (h) any insolvency or similar proceedings

18.4 Immediate recourse

- (a) Each Chargor waives any right it may have of first requiring any Common Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from a Chargor under this Deed
- (b) Each Chargor waives any right it may have of requiring that any liability under this Deed be divided or apportioned with any other person or reduced in any manner whatsoever
- (c) This waiver applies irrespective of any law or provision of a Common Secured Debt Document to the contrary

18.5 Appropriations

A Common Secured Party (or any trustee or agent on its behalf) may at any time during the Security Period

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Common Secured Party (or any trustee or agent on its behalf) against the Secured Liabilities or apply and enforce them in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor will be entitled to the benefit of such moneys, security or rights, and
- (b) hold in an interest bearing suspense account any moneys received from any Chargor or on account of the liability of a Chargor under this Deed

18.6 Deferral of Chargors' rights

- (a) Unless the Security Period has expired or the Mezzanine Security Agent otherwise directs, no Chargor may exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising under this Clause
 - (i) to claim any contribution from any other guarantor of a Chargor's obligations under a Common Secured Debt Document, and/or
 - (ii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of a Common Secured Party under a Common Secured Debt Document or of any other guarantee or security taken pursuant to, or in connection with, a Common Secured Debt Document
- (b) If a Chargor receives any benefit, payment or distribution in relation to such rights it must hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to a Common Secured Party by a Chargor under or in connection with a Common Secured Debt Document to be repaid in full on trust for that Common Secured Party and must promptly pay or transfer them to that Common Secured Party or as that

Common Secured Party may direct for application in accordance with this Deed

18 7 Additional security

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

19 MISCELLANEOUS

19 1 Covenant to pay

Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Common Secured Debt Documents

19 2 Tacking

Each Mezzanine Lender must perform its obligations under the Mezzanine Facility Agreement before the Mezzanine Discharge Date (including any obligation to make available further advances) and each Junior Creditor must perform its obligations under the Junior Finance Documents before the Junior Discharge Date

19 3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Common Secured Party may open a new account with a Chargor
- (b) If a Common Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest
- (c) As from that time all payments made to a Common Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability

19 4 Time deposits

Without prejudice to any right of set-off any Common Secured Party may have under any other Common Secured Debt Document or otherwise, if any time deposit matures on any account a Chargor has with any Common Secured Party within the Security Period when

- (a) this Security has become enforceable, and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Common Secured Party considers appropriate

19.5 Notice of assignment

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other member of the Group and contained in any other Common Security Document

20 RELEASE

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

21 NOTICES**21.1 Communications in writing**

Any communication to be made under or in connection with this Deed must be made in writing and, unless otherwise stated, may be made by fax or letter

21.2 Addresses

(a) Except as provided below, the contact details of each Party for any communication to be made or delivered under or in connection with this Deed are those notified by that Party for this purpose to the Mezzanine Security Agent on or before the date it becomes a Party

(b) The contact details of the Mezzanine Borrower for this purpose are

Address Dunwilco (1847) Limited
 5th floor Northwest Wing Bush House
 Aldwych
 London
 EC2B 4EZ

Attention Chuck Henry/Cris Broderick at Hotel Capital Advisers (Fax 1 212 599 5161) and copied to

(i) Sean Harrison at Kingdom Hotels International (+971 4 362 0500), and

(ii) up to and including 21 October 2014, Alistair Hewitt at Prestonfield Limited (+44 131 659 0572) and thereafter, Terry Badour at Fairmont (+352 26 26 29 87)

(c) The contact details of the Mezzanine Security Agent for this purpose are

Address Situs Asset Management Limited
 155 Bishopsgate
 10th Floor
 London EC2M 3TQ

Fax number +44 20 7220 1899

Attention Head of Servicing

- (d) Any Party may change its contact details by giving five Business Days' notice to the Mezzanine Security Agent or (in the case of the Mezzanine Security Agent) to the other Parties

21.3 Delivery

- (a) Except as provided below, any communication made or delivered by one Party to another under or in connection with this Deed will only be effective
 - (i) if by way of fax, when received in legible form, or
 - (ii) 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 21.2 (*Addresses*), if addressed to that department or officer
- (b) Any communication to be made or delivered to the Mezzanine Security Agent will be effective only when actually received by the Mezzanine Security Agent
- (c) All communications from or to a Chargor must be sent through the Mezzanine Security Agent
- (d) Any communication which would otherwise become effective on a non-working day or after business hours in the place of receipt will be deemed only to become effective on the next working day in that place

21.4 Notification of address and fax number

Promptly upon receipt of notification of a Party's contact details or a change of a Party's contact details, the Mezzanine Security Agent must notify the other Parties

21.5 Electronic communication

- (a) Any communication to be made between any of the Parties under or in connection with this Deed may be made by electronic mail or other electronic means, if the relevant Parties
 - (i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication,
 - (ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means, and
 - (iii) notify each other of any change to their electronic mail address or any other such information supplied by them

- (b) For the purposes of this Deed, an electronic communication will be treated as being in writing
- (c) Any electronic communication made between the Parties will be effective only when actually received in readable form and in the case of any electronic communication made by a Party to the Mezzanine Security Agent only if it is addressed in such a manner as the Mezzanine Security Agent may specify for this purpose
- (d) Any electronic communication which would otherwise become effective on a non-working day or after business hours in the place of receipt will be deemed only to become effective on the next working day in that place

21 6 English language

- (a) Any communication made under or in connection with this Deed must be in English
- (b) All other documents provided under or in connection with this Deed must be
 - (i) in English, or
 - (ii) if not in English, and if so required by the Mezzanine Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document,

22 CALCULATIONS AND CERTIFICATES

22 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 a Common Secured Party are *prima facie* evidence of the matters to which they relate

22 2 Certificates and determinations

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

22 3 Day count conventions

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 or, in any case where the practice in the Relevant Interbank Market differs, in accordance with that market practice

23 PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality,

validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

24 REMEDIES AND WAIVERS

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

25 COUNTERPARTS

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

26 GOVERNING LAW

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

27 JURISDICTION

- (a) The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**)
- (b) The Parties agree that the English courts are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- (c) This Clause 27 is for the benefit of the Common Secured Parties only. As a result, to the extent allowed by law
 - (i) no Common Secured Party will be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction, and
 - (ii) to the extent required by law, the Common Secured Parties may take concurrent proceedings in any number of jurisdictions

28 MEZZANINE SECURITY AGENT PROVISIONS

- (a) The Mezzanine Security Agent executes this Deed as security agent in the exercise of the powers and authority conferred and vested in it under the Mezzanine Intercreditor Agreement and any other Common Secured Debt Document for and on behalf of the Common Secured Parties for whom it acts. It will exercise its powers and authority under this Deed in the manner provided for in the Mezzanine Facility Agreement and the Mezzanine Intercreditor Agreement and, in so acting, the Mezzanine Security Agent shall

have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Mezzanine Facility Agreement, the Mezzanine Intercreditor Agreement and the other Common Secured Debt Documents

- (b) The Mezzanine Security Agent shall not owe any fiduciary duties to any party to this Deed or any of their directors, employees, agents, or affiliates
- (c) Notwithstanding any other provision of this Deed, in acting under and in accordance with this Deed the Mezzanine Security Agent is entitled to seek instructions from the Majority Lenders in accordance with the provisions of the Mezzanine Facility Agreement (or, after the Mezzanine Discharge Date, the Junior Agent in accordance with the provisions of the Sponsor Document) and at any time, and where it so acts or refrains from acting on the instructions of the Majority Lenders entitled to give it instructions (or, if applicable, the Junior Agent), the Mezzanine Security Agent shall not incur any liability to any person for so acting or refraining from acting

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

**SCHEDULE 1
CHARGORS**

Name of Chargor	Registered number
DUNWILCO (1847) LIMITED	09181033
DUNWILCO (1783) LIMITED	08334715

**SCHEDULE 2
FORMS OF LETTER FOR ACCOUNT BANK**

**PART I
NOTICE TO ACCOUNT BANK**

[On the letterhead of the Chargor]

To [Account Bank]

Copy Situs Asset Management Limited as Mezzanine Security Agent

[Date]

Dear Sirs,

Security Agreement dated [•] 2014 between, among others, Dunwilco (1847) Limited, Dunwilco (1783) Limited, and Situs Asset Management Limited (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we (the "**Chargor**") have charged (by way of a first fixed charge) in favour of Situs Asset Management Limited (the "**Mezzanine Security Agent**") all our rights in respect of any amount standing to the credit of the account maintained by us with you (Account no [•] sort code [•]) (the "**Restricted Account**") and the debt represented by it

We irrevocably instruct and authorise you to

- (a) disclose to the Mezzanine Security Agent any information relating to the Restricted Account requested from you by the Mezzanine Security Agent,
- (b) comply with the terms of any written notice or instruction relating to the Restricted Account received by you from the Mezzanine Security Agent,
- (c) hold all sums standing to the credit of the Restricted Account to the order of the Mezzanine Security Agent, and
- (d) pay or release any sum standing to the credit of the Restricted Account in accordance with the written instructions of the Mezzanine Security Agent.

We are not permitted to withdraw any amount from the Restricted Account without the prior written consent of the Mezzanine Security Agent

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

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

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Mezzanine Security Agent at 155 Bishopsgate, 10th Floor, London EC2M 3TQ, United Kingdom with a copy to us

Yours faithfully,

(Authorised Signatory)

[Chargor]

PART II
ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To Situs Asset Management Limited as Mezzanine Security Agent

Copy [Chargor]

[Date]

Dear Sirs,

Security Agreement dated [•] 2014 between, among others, Dunwilco (1847) Limited, Dunwilco (1783) Limited, and Situs Asset Management Limited (the Security Agreement)

We confirm receipt from [•] (the "**Chargor**") of a notice dated [•] of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of its account with us (Account no [•], sort code [•]) (the "**Restricted Account**") and the debt represented by it

We confirm that we

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in the Restricted Account,
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Restricted Account, and
- (d) [will not permit any amount to be withdrawn from the Restricted Account without your prior written consent]¹/[upon receipt of notice or instruction from you that no amounts may be withdrawn from the Restricted Account, will not permit any further amount to be withdrawn from that Restricted Account]²

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

Yours faithfully,

(Authorised signatory)

[Account Bank]

¹ In the case of Restricted Accounts which are blocked

² In the case of Restricted Accounts which are unblocked

By countersigning this letter the Mezzanine Security Agent agrees to the Account Bank paying all accrued interest on each Restricted Account to the Chargor in accordance with its normal business terms

Yours faithfully,

(Authorised signatory)

SITUS ASSET MANAGEMENT LIMITED

**SCHEDULE 3
FORMS OF LETTER FOR RELEVANT CONTRACTS**

**PART I
NOTICE TO COUNTERPARTY**

To [Contract party]

[Date]

Dear Sirs,

Security Agreement dated [•] 2014 between, among others, Dunwilco (1847) Limited, Dunwilco (1783) Limited, and Situs Asset Management Limited (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to Situs Asset Management Limited (the "**Mezzanine Security Agent**") all our rights in respect of [insert details of Contract] (the "**Contract**")

We confirm that

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract, and
- (b) none of the Mezzanine Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract

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

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior consent of the Mezzanine Security Agent

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Mezzanine Security Agent at 155 Bishopsgate, 10th Floor, London EC2M 3TQ, United Kingdom, with a copy to ourselves

Yours faithfully,

[Chargor]

(Authorised signatory)

PART II
ACKNOWLEDGEMENT OF COUNTERPARTY

To Situs Asset Management Limited as Mezzanine Security Agent

Copy. [Chargor]

[Date]

Dear Sirs,

We confirm receipt from [•] (the "**Chargor**") of a notice dated [•] of an assignment on the terms of the Security Agreement dated [•] 2014 of all the Chargor's rights in respect of [insert details of the Contract] (the "**Contract**")

We confirm that we will pay all sums due, and give notices, under the Contract as directed in that notice

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

Yours faithfully,


(Authorised signatory)

[Counterparty]

SIGNATORIES

Chargors

EXECUTED AS A DEED by)
DUNWILCO (1847) LIMITED)
acting by AUSTIN HEWITT)

Director 

In the presence of

Witness's signature 

Name DAVID MAXWELL HUTCHINSON

Address c/o JANTIRE COURT, EDINBURGH

EXECUTED AS A DEED by)
DUNWILCO (1783) LIMITED)
acting by AUSTIN HEWITT)

Director 

In the presence of.

Witness's signature 

Name DAVID MAXWELL HUTCHINSON

Address c/o JANTIRE COURT,]
EDINBURGH

Mezzanine Security Agent

SITUS ASSET MANAGEMENT LIMITED

By.

