

MR01

Particulars of a charge

Laserform

116512/13

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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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 the form is 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 scanned and placed on the public record **Do not send the original**

WEDNESDAY



LD6

L3NFAIPT

24/12/2014

#65

COMPANIES HOUSE

For official use

1 Company details

Company number 0 9 2 2 7 4 5 6

Company name in full NEWINCCO 1330 LIMITED

1

Filing 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 d1 d9 m1 m2 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 DV4 PROPERTIES BARWOOD CO LIMITED (REGISTERED IN THE
BRITISH VIRGIN ISLANDS WITH REGISTRATION NUMBER 1847980)

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

MR01

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

N/A

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 *Oliver L W* 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 JAMES JOHNSON

Company name
OLSWANG LLP

Address 90 High Holborn

Post town London

Country/Region

Postcode W C 1 V 6 X X

Country

DX 37972 Kingsway

Telephone 020 7067 3000



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: 9227456

Charge code: 0922 7456 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th December 2014 and created by NEWINCCO 1330 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th December 2014.

IX

Given at Companies House, Cardiff on 6th January 2015



Companies House



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

OLSWANG

19 December 2014

GUARANTEE AND DEBENTURE

- (1) NEWINCCO 1330 LIMITED
- (2) BARWOOD DEVELOPMENTS LIMITED
- (3) DV4 PROPERTIES BARWOOD CO LIMITED

We certify that, save for material
redacted pursuant to s 859G of the
Companies Act 2006, this is a
true and correct copy of the original

Olswang LLP
23 December 2014

90 High Holborn
London WC1V 6XX

T +44 (0) 20 7067 3000
F +44 (0) 20 7067 3999
DX 37972 Kingsway

Olswang LLP is authorised and regulated by the Solicitors Regulation Authority
www.olswang.com

Ref: RM10HECJW21015-173\18717242-4\EXECUTION VERSION

CONTENTS

Clause		Page
1	DEFINITIONS AND INTERPRETATION _____	1
1 1	Definitions	1
1 2	Construction	3
2	CREATION OF SECURITY _____	5
2 1	General	5
2 2	Land	5
2 3	Securities	6
2 4	Plant and machinery	6
2 5	Credit balances	6
2 6	Book debts etc	6
2 7	Intellectual Property Rights	6
2 8	Insurances	7
2 9	Hedging	7
2 10	Other contracts	7
2 11	Miscellaneous	7
2 12	Separate charges	7
2 13	Floating charge	8
3	GUARANTEE _____	8
3 1	Guarantee	8
3 2	Indemnity	9
3 3	Continuing obligations	9
3 4	Reinstatement	9
3 5	Guarantor intent	9
3 6	Deferral of Chargors' rights	10
4	REPRESENTATIONS – GENERAL _____	10
4 1	Nature of Security	10
4 2	Times for making representations	10
5	RESTRICTIONS ON DEALINGS _____	11
5 1	Security	11
5 2	Disposals	11
6	LAND _____	11
6 1	General	11
6 2	Notices to tenants	11
6 3	Acquisitions	12
6 4	Land Registry	12
6 5	Deposit of title deeds	12
6 6	Indemnity	12
7	SECURITIES _____	13
7 1	General	13
7 2	Investments	13
7 3	Deposit	13
7 4	Changes to rights	13
7 5	Calls	14
7 6	Other obligations in respect of Investments	14
7 7	Voting rights and dividends	14
8	ACCOUNTS _____	15
8 1	General	15

8 2	Book debts and receipts	15
8 3	Notices of charge	15
9	INTELLECTUAL PROPERTY RIGHTS _____	16
9 1	Documents of title	16
9 2	Additional Intellectual Property Rights	16
9 3	Notice of charge	16
9 4	No liability for the Chargee	16
10	HEDGING _____	16
11	RELEVANT CONTRACTS _____	17
11 1	General	17
11 2	Notices of charge	17
12	WHEN SECURITY BECOMES ENFORCEABLE _____	17
12 1	Event of Default	17
12 2	Discretion	17
12 3	Statutory powers	17
13	ENFORCEMENT OF SECURITY _____	18
13 1	General	18
13 2	No liability as mortgagee in possession	18
13 3	Privileges	18
13 4	Protection of third parties	18
13 5	Redemption of prior mortgages	18
13 6	Contingencies	19
14	RECEIVER AND ADMINISTRATOR _____	19
14 1	Appointment of Receiver or Administrator	19
14 2	Removal	19
14 3	Remuneration	20
14 4	Agent of the Chargor	20
14 5	Exercise of Receiver powers by the Chargee	20
15	POWERS OF RECEIVER _____	20
15 1	General	20
15 2	Possession	20
15 3	Carry on business	21
15 4	Employees	21
15 5	Borrow money	21
15 6	Sale of assets	21
15 7	Leases	21
15 8	Compromise	21
15 9	Legal actions	21
15 10	Receipts	22
15 11	Subsidiaries	22
15 12	Delegation	22
15 13	Lending	22
15 14	Protection of assets	22
15 15	Other powers	22
16	APPLICATION OF PROCEEDS _____	23
17	EXPENSES AND INDEMNITY _____	23
18	DELEGATION _____	23
18 1	Power of Attorney	23
18 2	Terms	23
18 3	Liability	23

19	FURTHER ASSURANCES	24
20	POWER OF ATTORNEY	24
21	PRESERVATION OF SECURITY	24
21 1	Continuing security	24
21 2	Reinstatement	24
21 3	Waiver of defences	25
21 4	Immediate recourse	25
21 5	Appropriations	25
21 6	Non-competition	26
21 7	Additional security	26
22	MISCELLANEOUS	26
22 1	Covenant to pay	26
22 2	Tacking	26
22 3	New accounts	27
22 4	Time deposits	27
22 5	Cumulative remedies	27
22 6	Severance	27
22 7	Amendment	28
22 8	Waivers	28
23	RELEASE	28
24	APPLICABLE LAW AND JURISDICTION	28
24 1	Applicable Law	28
24 2	Jurisdiction	28
	SCHEDULE 1	30
	Real Property	30
	SCHEDULE 2	31
	Forms of letter for occupational tenants	31
	Part I	31
	Part II	32
	SCHEDULE 3	33
	Forms of letter for Account Bank	33
	Part I	33
	Part II	1
	SCHEDULE 4	2
	Forms of letter for Hedging Counterparty	2
	Part I	2
	Part II	1
	SCHEDULE 5	2
	Forms of letter for Relevant Contracts	2
	Part I	2
	Part II	1

THIS DEED is made on

19 December 2014

BETWEEN

- (1) **NEWINCCO 1330 LIMITED** (registered in England and Wales with company number 09227456) (the "**Company**"),
- (2) **BARWOOD DEVELOPMENTS LIMITED** (registered in England with company number 04537090) ("**BDL**"), and
- (3) **DV4 PROPERTIES BARWOOD CO. LIMITED** (registered in the British Virgin Islands with registration number 1847980) (the "**Chargee**")

BACKGROUND

- (A) The Company and BDL enter into this Deed in connection with the Finance Documents (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 following words and expressions shall have the following meanings unless the context otherwise requires

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

"**Administrator**" means any administrator(s) appointed pursuant to the provisions of Schedule B1 of the Insolvency Act 1986,

"**Authorisation**" means an authorisation consent, approval, resolution, licence, exemption, filing, notarisation or registration,

"**Charged Intellectual Property Rights**" means such of the Intellectual Property Rights as are charged to the Chargee under this Deed,

"**Chargor**" means the Company and BDL, together being the "**Chargors**",

"**Development Management Agreement**" means each development management agreement entered into from time to time by Barwood Developments Limited with a Project Vehicle (as defined in the Shareholders Agreement)

"**Environment**" means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media,

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground),
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers), and
- (c) land (including, without limitation, land under water),

"Environmental Law" means any applicable law or regulation which relates to

- (a) the pollution or protection of the Environment,
- (b) the conditions of the workplace, or
- (c) 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

"Event of Default" means any event, act, occurrence or omission described as such in a Finance Document or any event act, occurrence or omission upon which any of the Secured Liabilities may be declared, or become automatically, due and payable,

"Finance Documents" means this Deed, any loan agreement or bond instrument pursuant to which the Chargee lends to the Company from time to time, any bond or note issued by the Company to the Chargee from time to time and any other document creating or governing the Secured Liabilities or evidencing security in respect of the Secured Liabilities or any of them whether constituted prior to or after the date of this Deed,

"Intellectual Property Rights" means all patents (including applications (and any goodwill associated with such applications), improvements, prolongations, extensions and rights to apply for them in any part of the world), designs (whether registered or unregistered), copyrights and rights in the nature of copyright, design rights, trade marks and service marks (whether registered or unregistered), utility models (in each case for their full period and all extensions and renewals of them), trade names, business names, domain names and brand names, know-how, formulae, confidential information, trade secrets, computer software programs and systems and any similar rights existing in any country (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived from them or incidental to them in any part of the world,

"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,

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally in any capacity whatsoever) of each Chargor which are, or are expressed to be, or may become due, owing or payable

to the Chargee pursuant to the Finance Documents except for any obligation or liability which, if it were so included, would cause that obligation or liability or any security in respect thereof, to be unlawful or prohibited by any applicable law, together with all costs, charges and expenses incurred by the Chargee in connection with the protection, preservation or enforcement of its rights,

"Security Assets" means all the assets of the Chargors which in each case are the subject of any security created or constituted by this Deed,

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

"Shareholders Agreement" means the shareholders agreement in relation to the Company dated on or about the date of this Deed between, among others, the Chargee and the Company, and

"Subsidiary" means

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006, and
- (b) unless the context requires otherwise, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

1 2 Construction

1 2 1 In this Deed (unless the context requires otherwise)

1 2 1 1 the terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Documents are incorporated in this Deed to the extent required to ensure that any purported disposition is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989,

1 2 1 2 if the Chargee considers (acting reasonably) an amount paid to it under a Finance Document is capable of being avoided or otherwise set aside on the liquidation administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed,

1 2 1 3 each of the **"Chargor"** and the **"Chargee"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees,

1 2 1 4 any reference to a document **"in agreed form"** is a document which is previously agreed in writing by or on behalf of the Chargor and the Chargee or, if not so agreed, is in the form specified by the Chargee,

- 1 2 1 5 the term "**this Security**" means any security created or constituted by this Deed,
- 1 2 1 6 any covenant or undertaking of each Chargor (other than a payment obligation) remains in force during the Security Period,
- 1 2 1 7 a reference to any document, agreement or instrument is a reference to that document, or agreement or instrument as supplemented, amended or novated (however fundamentally) or replaced including, without limitation, any amendment, supplement, novation or replacement providing for further advances,
- 1 2 1 8 any reference to a "**Security Asset**" includes the proceeds of sale of that "**Security Asset**",
- 1 2 1 9 a reference to any asset, unless the context otherwise requires, includes any present or future asset,
- 1 2 1 10 use of any gender includes the other gender,
- 1 2 1 11 any reference to a person being an "**associate**" of another shall be interpreted in accordance with section 435 of the Insolvency Act 1986, and a person shall be regarded as "**connected**" or "**associated**" with any person which is an associate of his and with any company of which any director is an associate of his,
- 1 2 1 12 any reference to a statute, statutory provision, subordinate legislation, code or guideline ("**legislation**") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation,
- 1 2 1 13 the ejusdem generis rule shall not apply and accordingly general words introduced by the word "**other**" or any similar word, or followed by the words "**including**", "**includes**", "**include**", "**in particular**" or any similar words, shall not be given a restricted meaning because they are preceded or followed by more specific words,
- 1 2 1 14 reference to any "**disposal**" includes any sale, lease, sub-lease, assignment or transfer, the grant of an option or similar right, the grant of any easement, right or privilege, the creation of a trust or other equitable interest or security right in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and (without prejudice to the generality of the foregoing) in the case of Intellectual Property Rights the

granting of use of or access to any other person and "dispose" and "disposition" shall be construed accordingly,

1 2 1 15 an Event of Default is "outstanding" if it has not been remedied or waived in writing by the Chargee, and

1 2 1 16 capitalised terms defined in the Finance Documents (as appropriate) have, unless expressly agreed defined in this Deed, the same meaning in this Deed

1 2 2 The Schedules and recitals form an integral part of this Deed and shall have effect as if set out in full in the body of this Deed and any reference to this Deed includes the Schedules and recitals

1 2 3 This Deed may be subject to any subordination arrangements pursuant to any financing entered into between the Company and any third party

2 CREATION OF SECURITY

2 1 General

2 1 1 All the security created under this Deed

2 1 1 1 is created in favour of the Chargee,

2 1 1 2 is created over present and future assets of each Chargor,

2 1 1 3 is security for the payment and satisfaction of all the Secured Liabilities,

2 1 1 4 is created by each Chargor to the extent of its interest whether joint or several, legal or beneficial, and

2 1 1 5 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

2 2 Land

2 2 1 Each Chargor charges

2 2 1 1 by way of a first legal mortgage all estates or interest in any freehold or leasehold property now owned by it, this includes the real property (if any) specified in Schedule 1 (Real Property), and

2 2 1 2 (to the extent that they are not the subject of a mortgage under Clause 2 1 1) by way of first fixed charge all estates or interest in any freehold or leasehold property now or subsequently owned by it

2 2 2 A reference in this Deed to a mortgage or charge of any freehold or leasehold property includes

2 2 2 1 all buildings, fixtures, fittings and fixed plant and machinery on that property, and

2 2 2 2 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 monies paid or payable in respect of those covenants

2 3 **Securities**

Each Chargor charges by way of first fixed charge

2 3 1 its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf, and

2 3 2 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 first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession

2 5 **Credit balances**

Each Chargor charges by way of first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by this Deed) it has with any person and the debt represented by it

2 6 **Book debts etc**

Each Chargor charges by way of a first fixed charge

2 6 1 all of its book and other debts,

2 6 2 all other moneys due and owing to it, and

2 6 3 the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under Clause 2 6 1 or 2 6 2

2 7 **Intellectual Property Rights**

Each Chargor charges, to the extent it is legally able to do so, by way of first fixed charge, the Intellectual Property Rights for the time being owned, possessed or controlled by it and all damages, compensation, remuneration, profit, rent or income which it may derive from the Intellectual Property Rights or be awarded or entitled in respect of such Intellectual Property Rights

2 8 Insurances

Each Chargor charges by way of first fixed charge all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest

2 9 Hedging

Each Chargor charges by way of first fixed charge all of its rights under any hedging arrangements to which it is a party

2 10 Other contracts

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights

2 10 1 in respect of all rental income from the Mortgaged Property (as defined in Clause 6 1),

2 10 2 under each Development Management Agreement, and

2 10 3 under 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 11 Miscellaneous

Each Chargor charges by way of first fixed charge

2 11 1 any benefit, interest, claim or entitlement it has in any pension fund,

2 11 2 its goodwill,

2 11 3 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset,

2 11 4 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in Clause 2 11 3, and

2 11 5 its uncalled capital

2 12 Separate charges

Each of the charges referred to in Clauses 2 2 (Land) to 2 11 (Miscellaneous) (inclusive) shall be read and construed as, and deemed to be separate charges over each of the items mentioned in each such Clause), so that each item mentioned in each Clause shall be deemed to be subject to a separate charge Without limiting the previous sentence, if any such item shall be found to be subject to a floating charge and not to a fixed charge, such finding shall not of itself result in any other such item being deemed to be subject to a floating charge (as opposed to a fixed charge)

2 13 Floating charge

2 13 1 Each Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge under this Clause

2 13 2 Except as provided below the Chargee may by notice to a Chargor convert the floating charge created by this Clause into a fixed charge as regards the relevant Chargor's assets specified in that notice, if

2 13 2 1 an Event of Default is outstanding, or

2 13 2 2 the Chargee considers those assets to be in danger of being seized or sold under any form of distress, execution or other legal process or otherwise

2 13 3 The floating charge created by this Clause may not be converted into a fixed charge solely by reason of

2 13 3 1 the obtaining of a moratorium, or

2 13 3 2 anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000

2 13 4 The floating charge created by this Subclause will automatically convert into a fixed charge over those assets of the Chargors from time to time subject to a floating charge pursuant to this Deed (the "**Floating Charge Assets**")

2 13 4 1 if steps are taken to appoint an administrator, or to issue a notice of intention to appoint an administrator, to a Chargor,

2 13 4 2 if a Chargor knowingly creates or attempts to create any Security over all or any of the Floating Charge Assets, or

2 13 4 3 if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Floating Charge Assets of a Chargor

2 13 5 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Deed which floating charge is accordingly a qualifying floating charge for such purposes

3 GUARANTEE

3 1 Guarantee

Each Chargor irrevocably and unconditionally jointly and severally

3.1.1 guarantees to the Chargee punctual payment by each other Chargor of the Secured Liabilities, and

3.1.2 undertakes with the Chargee that whenever a Chargor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal obligor

3.2 Indemnity

Each Chargor irrevocably and unconditionally jointly and severally agrees with the Chargee that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Chargee immediately on demand against any cost, loss or liability it incurs as a result of a Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this Clause 3 if the amount claimed had been recoverable on the basis of a guarantee

3.3 Continuing obligations

The obligations of each Chargor under this Clause 3 are continuing and will extend to the ultimate balance of sums payable by each Chargor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part

3.4 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made by the Chargee 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, then the liability of each Chargor under this Clause 3 will continue or be reinstated as if the discharge, release or arrangement had not occurred

3.5 Guarantor intent

Without prejudice to the generality of Clause 2.1.3 (Waiver of defences), each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following acquisitions of any nature, increasing working capital, enabling distributions to be made, carrying out restructurings, refinancing existing facilities, refinancing any other indebtedness, making facilities available to new borrowers, any other variation or extension of the purposes for which any facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing

3 6 Deferral of Chargors' rights

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 3

3 6 1 to be indemnified by a Chargor,

3 6 2 to claim any contribution from any other guarantor of any Chargor's obligations under the Finance Documents,

3 6 3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Chargee under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Chargee,

3 6 4 to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under Clause 3 1 (Guarantee),

3 6 5 to exercise any right of set-off against any Chargor, and/or

3 6 6 to claim or prove as a creditor of any Chargor in competition with the Chargee

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Chargee by the Chargors under or in connection with the Finance Documents to be repaid in full on trust for the Chargee and shall promptly pay or transfer the same to Chargee

4 REPRESENTATIONS – GENERAL

4 1 Nature of Security

Each Chargor represents to the Chargee that this Deed creates the security it purports to create (save to the extent a fixed charge is characterised as a floating charge solely by the action or inaction of the Chargee) and is not liable to be avoided or otherwise set aside on the liquidation or administration of a Chargor or otherwise

4 2 Times for making representations

4 2 1 The representations set out in this Deed (including, without limitation, in Clause 4 1 (Nature of security) and Clause 7 2 (Investments)) are made on the date of this Deed

4 2 2 Unless a representation is expressed to be given at a specific date, each representation under this Deed is deemed to be repeated by each Chargor on each Issue Date and the first day of each calendar month

4 2 3 When a representation is repeated, it is applied to the circumstances existing at the time of repetition

5 RESTRICTIONS ON DEALINGS

5 1 Security

Except as expressly allowed in the Finance Documents, no Chargor shall without the prior written consent of the Chargee create or permit to subsist in favour of any person, other than the Chargee, any security on any Security Asset (except for this Security or pursuant to any financing to which the Finance Documents are subordinated)

5 2 Disposals

Except as expressly allowed in the Finance Documents, no Chargor shall without the prior written consent of the Chargee sell, transfer, licence, lease or otherwise dispose of or agree to sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject only to an uncrystallised floating charge created under this Deed and not expressed in this Deed to be subject to a fixed charge under Clauses 2 2 to 2 13

6 LAND

6 1 General

In this Clause

"Fixtures" means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property, and

"Mortgaged Property" means all freehold or leasehold property included in the definition of Security Assets

6 2 Notices to tenants

Each Chargor must upon request by the Chargee

6 2 1 as soon as reasonably practicable serve a notice of charge, substantially in the form of Part 1 of Schedule 3 (Forms of letter for occupational tenants), on each tenant of the Mortgaged Property, and

6 2 2 use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part II of Schedule 2 (Forms of letter for occupational tenants)

63 Acquisitions

If a Chargor acquires any freehold or leasehold property after the date of this Deed it must

- 6.3.1 notify the Chargee as soon as reasonably practicable,
- 6.3.2 as soon as reasonably practicable following request by the Chargee and at the cost of that Chargor, execute and deliver to the Chargee a legal mortgage in favour of the Chargee of that property in any form which the Chargee may require,
- 6.3.3 if the title to that freehold or leasehold property is registered at Land Registry or required to be so registered, give Land Registry written notice of this Security, and
- 6.3.4 if applicable, ensure that this Security is correctly noted in the Register of Title against that title at Land Registry

64 Land Registry

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at Land Registry

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2014 in favour of DV4 Investments Barwood Co Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer "

65 Deposit of title deeds

Each Chargor must upon request by the Chargee deposit with the Chargee all deeds and documents of title relating to the Mortgaged Property including, without limitation, any lease or licence or other right of occupation or right to receive rent to which the Mortgaged Property may at any time be subject and all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of the Chargor

66 Indemnity

Each Chargor shall punctually pay and indemnify the Chargee and any Receiver against all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by agreement, statute or otherwise) now or at any time during the continuance of this Security payable in respect of any of the Mortgaged Property or any part of it or by the owner or occupier of it

7 SECURITIES

7.1 General

In this Clause

"Investments" means

- (a) all shares, stocks, debentures, bonds or other securities and investments included in the definition of Security Assets in Clause 1.1 (Definitions and Interpretation);
- (b) any dividend or interest paid or payable in relation to any of the above, and
- (c) 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

7.2 Investments

Each Chargor represents to the Chargee that

7.2.1 the Investments are fully paid, and

7.2.2 it is the sole legal and beneficial owner of the Investments

7.3 Deposit

Each Chargor must upon request by the Chargee

7.3.1 as soon as reasonably practicable deposit with the Chargee, or as the Chargee may direct, all certificates and other documents of title or evidence of ownership in relation to any Investment, and

7.3.2 promptly execute and deliver to the Chargee all share transfers and other documents which may be requested by the Chargee in order to enable the Chargee or its nominees to be registered as the owner or otherwise obtain a legal title to any Investment

7.4 Changes to rights

No Chargor shall take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Investments being altered or further Investments being issued

7 5 Calls

- 7 5 1 Each Chargor must pay all calls or other payments due and payable in respect of any Investment
- 7 5 2 If any Chargor fails to do so, the Chargee may pay the calls or other payments in respect of any Investment on behalf of the relevant Chargor. Any Chargor requested to do so by the Chargee must immediately reimburse the Chargee for any payment made by the Chargee under this Subclause

7 6 Other obligations in respect of Investments

- 7 6 1 Each Chargor must comply with all other conditions and obligations assumed by it in respect of any Investment
- 7 6 2 The Chargee is not obliged to
- 7 6 2 1 perform any obligation of the Chargors or any Chargor,
 - 7 6 2 2 make any payment,
 - 7 6 2 3 make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor, or
 - 7 6 2 4 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

7 7 Voting rights and dividends

- 7 7 1 Before this Security becomes enforceable
- 7 7 1 1 the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Chargee) be exercised in any manner which the Chargor holding those Investments may direct in writing, and
 - 7 7 1 2 all dividends or other income paid or payable in relation to any Investments may be retained by the Chargor holding those Investments
- 7 7 2 Each Chargor must indemnify the Chargee against any loss or liability incurred by the Chargee as a consequence of the Chargee acting in respect of the Investments as permitted by this Deed on the direction of any Chargor
- 7 7 3 After this Security has become enforceable

7 7 3 1 the Chargee may 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, and

7 7 3 2 all dividends, interest and other income forming part of the Investments shall be paid without any set-off or deduction whatsoever to an interest bearing suspense account in the name of the Chargee and shall be retained by the Chargee and any such monies which may be received by any Chargor shall, pending such payment, be held in trust for the Chargee

8 ACCOUNTS

8 1 General

In this Clause "**Account Bank**" means a person with whom a bank account is maintained by any Chargor

8 2 Book debts and receipts

8 2 1 Each Chargor must get in and realise its

8 2 1 1 rent and other amounts due from tenants of the Mortgaged Property, and

8 2 1 2 book and other debts and other moneys due and owing to it,

in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account if required by the Chargee) on trust for the Chargee

8 2 2 No Chargor shall factor, release, exchange, compound, set-off, grant any indulgence in respect of, or in any other manner deal with any of the items referred to in Clause 8 2 1

8 3 Notices of charge

Each Chargor must upon the request of the Chargee

8 3 1 as soon as reasonably practicable serve a notice of charge, substantially in the form of Part I of Schedule 3 (Forms of letter for Account Bank), on each Account Bank, and

8 3 2 use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part II of Schedule 3 (Forms of letter for Account Bank)

9 INTELLECTUAL PROPERTY RIGHTS

9 1 Documents of title

9 1 1 Each Chargor must as soon as reasonably practicable following request by the Chargee deposit (or procure the deposit) with the Chargee (to be held at the risk of each Chargor) all deeds, certificates and other documents of title relating to its Intellectual Property Rights including any licenses relating to such Intellectual Property Rights

9 1 2 Each Chargor will as soon as reasonably practicable following acquisition by it of any interest in any Intellectual Property Rights or as soon as reasonably practicable following registration of any Intellectual Property Rights in its name (whether separately or jointly with another person), deposit (or procure the deposit) with the Chargee (to be held at the relevant Chargor's risk) all deeds, certificates and other documents of title relating to such Intellectual Property Rights including any licenses relating to such Intellectual Property Rights

9 2 Additional Intellectual Property Rights

Each Chargor shall forthwith notify the Chargee of

9 2 1 the creation of any new Intellectual Property Rights by it, and

9 2 2 the acquisition of any new intellectual Property Rights by it,

and shall, if requested by the Chargee, execute further charges of such Intellectual Property Rights on substantially the terms of the charges of Intellectual Property Rights contained in this Deed. The Chargors shall bear the costs of such further charges

9 3 Notice of charge

Each Chargor must as soon as reasonably practicable following the request of the Chargee serve notices of charge substantially in the form of Part I of Schedule 6 (Intellectual Property Rights) in respect of the Charged Intellectual Property Rights and will use reasonable efforts to procure an acknowledgement of each such notice substantially in the form of Part II of Schedule 6 (Intellectual Property Rights)

9 4 No liability for the Chargee

The Chargee shall have no liability to any Chargor for any breach or omission relating to the Intellectual Property Rights which are the subject of this Security

10 HEDGING

Each Chargor must upon the request of the Chargee

10 1 1 as soon as reasonably practicable serve a notice of charge, substantially in the form of Part I of Schedule 4 (Forms of letter for Hedging Counterparty), on each counterparty to any hedging arrangement to which it is a party, and

10 1 2 use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part II of Schedule 4 (Forms of letter for hedging counterparty)

11 RELEVANT CONTRACTS

11 1 General

In this Clause "**Relevant Contract**" means each Development Management Agreement and any other agreement to which any Chargor is a party and which the Chargee has designated in writing as a Relevant Contract

11 2 Notices of charge

Each Chargor must upon the request of the Chargee

11 2 1 as soon as reasonably practicable serve a notice of charge, substantially in the form of Part I of Schedule 5 (Forms of letter for Relevant Contracts), on each counterparty to a Relevant Contract, and

11 2 2 use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part II of Schedule 5 (Forms of letter for Relevant Contracts)

12 WHEN SECURITY BECOMES ENFORCEABLE

12 1 Event of Default

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

12 2 Discretion

After this Security has become enforceable, the Chargee may in its absolute discretion enforce all or any part of this Security in any manner it sees fit

12 3 Statutory powers

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

13 ENFORCEMENT OF SECURITY

13 1 General

13 1 1 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

13 1 2 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

13 1 3 The statutory powers of leasing conferred on the Chargee are extended so as to authorise the Chargee to lease, make agreements for leases, accept surrenders of leases and grant options as the Chargee may think fit and without the need to comply with any provision of section 99 or 100 of the Act

13 2 No liability as mortgagee in possession

Neither the Chargee 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

13 3 Privileges

Each Receiver and the Chargee 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

13 4 Protection of third parties

No person (including a purchaser) dealing with the Chargee or a Receiver or its or his Chargee will be concerned to enquire

13 4 1 whether the Secured Liabilities have become payable,

13 4 2 whether any power which the Chargee or a Receiver is purporting to exercise has become exercisable or is being properly exercised

13 4 3 whether any money remains due under the Finance Documents, or

13 4 4 how any money paid to the Chargee or to that Receiver is to be applied

13 5 Redemption of prior mortgages

13 5 1 At any time after this Security has become enforceable, the Chargee may

13 5 1 1 redeem any prior security against any Security Asset, and/or

13 5 1 2 procure the transfer of that security to itself, and/or

13 5 1 3 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 the Chargors

13 5 2 Each Chargor must pay to the Chargee, immediately on demand, the costs and expenses incurred by the Chargee in connection with any such redemption and/or transfer, including the payment of any principal or interest

13 6 Contingencies

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

14 RECEIVER AND ADMINISTRATOR

14 1 Appointment of Receiver or Administrator

14 1 1 Except as provided below, the Chargee may appoint any one or more persons to be a Receiver or Administrator of all or any part of the Security Assets if

14 1 1 1 this Security has become enforceable, or

14 1 1 2 any Chargor so requests the Chargee in writing at any time

14 1 2 Any appointment of a Receiver under Clause 14 1 1 may be by deed, under seal or in writing under its hand

14 1 3 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

14 1 4 The Chargee 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 the Insolvency Act 2000 except with the leave of the court

14 1 5 The Chargee may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Chargee is prohibited from doing so by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

14 2 Removal

The Chargee 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

14 3 Remuneration

The Chargee 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

14 4 Agent of the Chargor

14 4 1 A Receiver will be deemed to be the agent of the Chargor in respect of whose assets they are appointed 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 That Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver

14 4 2 The Chargee will not incur any liability (either to any Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

14 5 Exercise of Receiver powers by the Chargee

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 Chargee in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver

15 POWERS OF RECEIVER

15 1 General

15 1 1 A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law, this includes

15 1 1 1 in the case of an administrative receiver all the rights powers and discretions conferred on an administrative receiver under the Insolvency Act 1986, and

15 1 1 2 otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986 including, without limitation, those powers provided for in Schedule 1 of the Insolvency Act 1986

15 1 2 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

15 2 Possession

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

15 3 Carry on business

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

15 4 Employees

15 4 1 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 otherwise as he thinks fit

15 4 2 A Receiver may discharge any person appointed by any Chargor

15 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

15 6 Sale of assets

15 6 1 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 term which he thinks fit

15 6 2 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

15 6 3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of any Chargor

15 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)

15 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

15 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

15 10 Receipts

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

15 11 Subsidiaries

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

15 12 Delegation

A Receiver may delegate his powers in accordance with this Deed

15 13 Lending

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

15 14 Protection of assets

A Receiver may

15 14 1 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,

15 14 2 commence and/or complete any building operation, and

15 14 3 apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit

15 15 Other powers

A Receiver may

15 15 1 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,

15 15 2 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

15 15 3 use the name of any Chargor for any of the above purposes

16 APPLICATION OF PROCEEDS

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

16 1 1 in or towards payment of or provision for all costs and expenses incurred by the Chargee or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed,

16 1 2 in or towards payment of or provision of Secured Liabilities, and

16 1 3 in payment of the surplus (if any) to the Chargor or other person entitled to it

This Clause is subject to the payment of any claims having priority over this Security
This Clause does not prejudice the right of the Chargee to recover any shortfall from the Chargors

17 EXPENSES AND INDEMNITY

Each Chargor must

17 1 1 immediately on demand pay all costs and expenses (including legal fees) incurred in connection with this Deed by the Chargee, Receiver, attorney, manager, agent or other person appointed by the Chargee under this Deed, and

17 1 2 keep each of them indemnified against any failure or delay in paying those costs or expenses, this includes any arising from any actual or alleged breach by any person of any law or regulation

18 DELEGATION

18 1 Power of Attorney

The Chargee 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

18 2 Terms

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

18 3 Liability

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

19 FURTHER ASSURANCES

Each Chargor must, at its own expense, take whatever action the Chargee or a Receiver may require for

19 1 1 creating, perfecting or protecting any security intended to be created by this Deed, or

19 1 2 facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Chargee or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

19 1 3 the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Chargee or to its nominee, or

19 1 4 the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Chargee may think expedient

20 POWER OF ATTORNEY

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

21 PRESERVATION OF SECURITY

21 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

21 2 Reinstatement

21 2 1 If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made by the Chargee in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation, administration or otherwise without limitation, the liability of the Chargors under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred

21 2 2 The Chargee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

21 3 Waiver of defences

The obligations of the Chargors under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to any Chargor or the Chargee) This includes

- 21 3 1 any time or waiver granted to, or composition with, any person,
- 21 3 2 the release of any person under the terms of any composition or arrangement,
- 21 3 3 the taking, variation, compromise, exchange renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person,
- 21 3 4 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,
- 21 3 5 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person,
- 21 3 6 any amendment (however fundamental) of a Finance Document or any other document or security, or
- 21 3 7 any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security

21 4 Immediate recourse

Each Chargor waives any right it may have of first requiring the Chargee (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 any Chargor under this Deed

21 5 Appropriations

The Chargee (or any trustee or agent on its behalf) may at any time during the Security Period without affecting the liability of any Chargor under this Deed

- 21 5 1 refrain from applying or enforcing any other monies, security or rights held or received by the Chargee (or any trustee or agent on its behalf) in respect of those amounts, or
- 21 5 2 apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise), and
- 21 5 3 hold in a suspense account any monies received from any Chargor or on account of the liability of any Chargor under this Deed

21 6 Non-competition

21 6 1 Unless the Security Period has expired or the Chargee otherwise requests, no Chargor shall, after a claim has been made under this Deed or by virtue of any payment or performance by it under this Deed

21 6 1 1 be subrogated to any rights, security or monies held, received or receivable by the Chargee (or any trustee or agent on its behalf),

21 6 1 2 be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of any Chargor's liability under this Deed,

21 6 1 3 claim, rank, prove or vote as a creditor of any Chargor or its estate in competition with the Chargee (or any trustee or agent on its behalf), or

21 6 1 4 receive, claim or have the benefit of any payment, distribution or security from or on account of any Chargor, or exercise any right of set-off as against any Chargor

21 6 2 Each Chargor must hold in trust for and immediately pay or transfer to the Chargee any payment or distribution or benefit of security received by it contrary to this Clause or in accordance with any directions given by the Chargee under this Clause

21 6 3 The Chargee shall be entitled to direct any Chargor or any co-guarantor to prove for the whole or any part of any debt or other claim that one or more of them may have in the liquidation or bankruptcy of another of them to the fullest extent permitted by law and such direction shall not affect the Chargors' liability or give any Chargor any recourse against the Chargee

21 7 Additional security

This Security is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Chargee

22 MISCELLANEOUS

22 1 Covenant to pay

Each Chargor must pay on demand, or discharge, the Secured Liabilities when they become due

22 2 Tacking

The Chargee must perform its obligations under the Finance Documents (including any obligation to make available further advances)

22 3 New accounts

- 22 3 1 If any subsequent charge or other interest affects any Security Asset, the Chargee may open a new account with the Chargor whose Security Asset was so affected
- 22 3 2 If the Chargee 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
- 22 3 3 As from that time all payments made to the Chargee will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability

22 4 Time deposits

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

- 22 4 1 this Security has become enforceable, and
- 22 4 2 no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which the Chargee considers appropriate

22 5 Cumulative remedies

The rights, powers and remedies provided in this Deed are cumulative and are not nor are they to be construed as, exclusive of any rights, powers or remedies provided by law or otherwise and may be exercised from time to time and as often as the Chargee deems expedient

22 6 Severance

- 22 6 1 If any provision of this Deed shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Deed which shall remain in full force and effect
- 22 6 2 If any provision of this Deed is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such deletion(s) as may be necessary to make it valid

22 7 Amendment

22 7 1 No modification or variation of this Deed (or any document entered into pursuant to or in connection with this Deed) shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Deed. For the avoidance of doubt, no modification or variation of this Deed shall be valid if made by e-mail.

22 7 2 Unless expressly so agreed, no modification or variation of this Deed shall constitute or be construed as a general waiver of any provisions of this Deed, nor shall it affect any rights, obligations or liabilities under this Deed which have already accrued up to the date of such modification or waiver, and the rights and obligations of the parties under this Deed shall remain in full force and effect, except and only to the extent that they are so modified or varied.

22 8 Waivers

No failure or delay or other relaxation or indulgence on the part of the Chargee to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

23 RELEASE

At the end of the Security Period, the Chargee must, at the request and cost of the Chargors, take whatever action is necessary to release the Security Assets from this Security.

24 APPLICABLE LAW AND JURISDICTION

24 1 Applicable Law

The validity, construction and performance of this Deed (and any claim, dispute or matter arising under or in connection with it or its enforceability) and any non-contractual obligations arising out of or in connection with it shall be governed by and constructed in accordance with the law of England.

24 2 Jurisdiction

Each Chargor irrevocably agrees for the exclusive benefit of the Chargee that the English courts shall have exclusive jurisdiction over any claim, dispute or matter arising under or in connection with this Deed or its enforceability and any non-contractual obligations arising out of or in connection with it and that accordingly any proceedings in respect of any such claim, dispute or matter may be brought in such courts. Nothing in this Clause shall limit the right of the Chargee to take proceedings against any Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction or jurisdictions,

whether concurrently or not, to the extent permitted by the law of such other jurisdiction or jurisdictions

This Deed has been executed and delivered by or on behalf of the parties on the date at the top of page 1

SCHEDULE 2

Forms of letter for occupational tenants

Part I

Notice to occupational tenant

[On the letterhead of the Chargor]

To [Occupational tenant]

[Date]

Dear Sirs,

Re [PROPERTY]

Guarantee and debenture dated [], 20[] between [•] and DV4 Properties Distribution Co Limited (the "Debenture")

We refer to the lease dated [] and made between [] and [] (the "Lease").

This letter constitutes notice to you that under the Debenture we have charged (by way of a first fixed charge) to [CHARGE] (the "Charge") 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 "Rent Account")

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

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Chargee at [ADDRESS] with a copy to ourselves

Yours faithfully,

For

[CHARGE]

Part II

Acknowledgement of Occupational Tenant

To [CHARGE]

Attention [ATTENTION]

[Date]

Dear Sirs,

Re [PROPERTY]

Guarantee and debenture dated [], 20[] between [•] and DV4 Properties Distribution Co. Limited (the "Debenture")

We confirm receipt from [CHARGE] (the "Chargor") of a notice dated [], 20[] (the "Notice") in relating to the Lease (as defined in the Notice)

We accept the instructions contained in the Notice

We confirm that we

- 1 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 (as defined in the Notice), and
- 2 must pay all rent and all other moneys payable by us under the Lease into the Rent Account (as defined in the Notice), and
- 3 must continue to pay those moneys into the Rent Account until we receive your written instructions to the contrary

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

Yours faithfully,

For

[Occupational Tenant]

SCHEDULE 3

Forms of letter for Account Bank

Part I

Notice to Account Bank

[On the letterhead of the Chargor]

To [Account Bank]

[Date]

Dear Sirs,

Guarantee and debenture dated [], 20[] between [•] and DV4 Properties Distribution Co Limited (the "Debenture")

This letter constitutes notice to you that under the Debenture we have charged (by way of a first fixed charge) in favour of [CHARGE] (the "**Chargee**") all our rights in respect of any amount standing to the credit of any account maintained by us with you (the "**Accounts**")

We irrevocably instruct and authorise you to

- 1 disclose to the Chargee any information relating to any Account requested from you by the Chargee,
- 2 comply with the terms of any written notice or instruction relating to any Account received by you from the Chargee, and
- 3 pay or release any sum standing to the credit of any Account in accordance with the written instructions of the Chargee

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

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

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 Chargee at [] with a copy to ourselves

Yours faithfully,

Part II

Acknowledgement of Account Banks

[On the letterhead of the Account Bank]

To CHARGEЕ

Copy [Name of relevant Chargor]

[Date]

Dear Sirs,

Guarantee and debenture dated [], 20[] between [•] and DV4 Properties Distribution Co Limited (the "Debenture")

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [], 20[] of a charge upon the terms of the Debenture over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us (the "**Accounts**")

We confirm that we

- 1 accept the instructions contained in the notice and agree to comply with the notice,
- 2 have not received notice of the interest of any third party in any Account,
- 3 have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counterclaim or other right in respect of any Account, and
- 4 will not permit any amount to be withdrawn from any Account without your prior written consent

The Accounts maintained with us are

[Specify accounts and account numbers]

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

Yours faithfully,

(Authorised Signatory)

[Account Bank]

SCHEDULE 4

Forms of letter for Hedging Counterparty

Part I

Notice to Hedging Counterparty

[on letterhead of the Chargor]

To [Counterparty]

[Date]

Dear Sirs,

Guarantee and debenture dated [], 20[] between [•] and DV4 Properties Distribution Co Limited (the "Debenture")

This letter constitutes notice to you that under the Debenture we charged (by way of a first fixed charge) to [CHARGE] (the "Charge") all our rights under any hedging arrangements between yourselves and ourselves (the "Hedging Arrangements")

We irrevocably instruct and authorise you to

- 1 disclose to the Chargee without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure, any information relating to the Hedging Arrangements which the Chargee may request from you, and
- 2 pay any sum payable by you under the Hedging Arrangements to our account with [the Chargee] at [], Sort Code [], Account No [].

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

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Chargee with a copy to ourselves

Yours faithfully,

(Authorised signatory)

[CHARGOR]

Part II

Acknowledgement of Hedging Counterparty

To [CHARGEES]

Copy [Chargor]

[Date]

Dear Sirs,

Guarantee and debenture dated [], 20[] between [•] and DV4 Properties Distribution Co Limited (the "Debenture")

We confirm receipt from [CHARGOR] (the "**Chargor**") of a notice dated [], 20[] (the "**Notice**") of a charge upon the terms of the Debenture of all the Chargor's rights under the Hedging Arrangements (as defined in the Notice)

We confirm that we

- 1 have not received notice of the interest of any third party in the Hedging Arrangements
- 2 must pay any amount payable by us under the Hedging Arrangement to the Chargor's account with you at [], Sort Code [], Account No [], and
- 3 must accept your instructions in relation to the Chargor's rights under the Hedging Arrangements

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

Yours faithfully,

(Authorised signatory)

[HEDGING COUNTERPARTY]

SCHEDULE 5

Forms of letter for Relevant Contracts

Part I

Notice to Counterparty

[On letterhead of the Chargor]

To [Contract party]

[Date]

Dear Sirs,

Guarantee and debenture dated [], 20[] between [•] and DV4 Properties Distribution Co Limited (the "Debenture")

This letter constitutes notice to you that under the Debenture we have charged (by way of a first fixed charge) to [CHARGE] (the "Charge") all our rights in respect of *[insert details of Contract]* (the "Contract")

We confirm that

- 1 we will remain liable under the Contract to perform all the obligations assumed by us under the Contract, and
- 2 none of the Chargee, 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 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 Chargee 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 Chargee 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 Chargee.

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 Chargee at [ADDRESS]

Yours faithfully,

[CHARGOR]

(Authorised signatory)

Part II

Acknowledgement of Counterparty

To [CHARGE] as Chargee

Copy [CHARGOR]

[Date]

Dear Sirs,

We confirm receipt from [CHARGOR] (the "Chargor") of a notice dated [] 20[] of a charge on the terms of the Debenture dated [], 20[] 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 or in connection with it are governed by English law

Yours faithfully,

(Authorised signatory)

[Counterparty]

SCHEDULE 6

Intellectual Property Rights

Part I

(Form of notice of charge of Intellectual Property Rights)

[on letterhead of the Chargor]

To [Name of intellectual property user]

[Date]

Dear Sirs,

Guarantee and debenture dated [], 20[] between [•] and DV4 Properties Distribution Co Limited (the "Debenture")

This letter constitutes notice to you that under the Debenture we charged (by way of a first fixed charge) to [CHARGE] (the "Charge") all our rights under [insert description of Charged Intellectual Property Rights] (the "Intellectual Property Rights")

We irrevocably instruct and authorise you to

- 1 [disclose to the Chargee without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure any information relating to the Intellectual Property Rights which the Chargee may request from you, and
- 2 pay any sum payable by you under the Intellectual Property Rights to our account with [the Chargee] at [], Sort Code [] Account No []

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

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Chargee with a copy to ourselves

Yours faithfully,

(Authorised signatory)

[CHARGOR]

Part II

Acknowledgement

To [CHARGE]

Copy [CHARGOR]

[Date]

Dear Sirs,

Guarantee and debenture dated [], 20[] between [•] and DV4 Properties Distribution Co Limited (the "Debenture")

We confirm receipt from [CHARGOR] (the "**Chargor**") of a notice dated [], 20[] (the "**Notice**") of a charge upon the terms of the Debenture of all the Chargor's rights under the Intellectual Property Rights (as defined in the Notice)

We confirm that we

- 1 [have not received notice of the interest of any third party in the Intellectual Property Rights,
- 2 must pay any amount payable by us under the Intellectual Property Rights to the Chargor's account with you at [], Sort Code [], Account No [], and
- 3 must accept your instructions in relation to the Chargor's rights under the Intellectual Property Rights]

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

Yours faithfully,

(Authorised signatory)

[NAME OF INTELLECTUAL PROPERTY USER]

EXECUTION

EXECUTED as a deed by)
NEWINCCO 1330 LIMITED)
(registered number 09227456))
acting by)

Director

Director/Company Secretary

EXECUTED as a deed by)
BARWOOD DEVELOPMENTS LIMITED)
(registered number 04537090))
acting by)

Director

Director/Company Secretary

EXECUTED as a deed by DV4 PROPERTIES)
BARWOOD CO LIMITED)
acting by)

Authorised signatory

19 December 2014

GUARANTEE AND DEBENTURE

- (1) NEWINCCO 1330 LIMITED
- (2) BARWOOD DEVELOPMENTS LIMITED
- (3) DV4 PROPERTIES BARWOOD CO LIMITED

We certify that, save for material
redacted pursuant to s 859G of the
Companies Act 2006 this is a
true and correct copy of the original

Olswang LLP
23 December 2014

CONTENTS

Clause		Page
1	DEFINITIONS AND INTERPRETATION _____	1
1 1	Definitions	1
1 2	Construction	3
2	CREATION OF SECURITY _____	5
2 1	General	5
2 2	Land	5
2 3	Securities	6
2 4	Plant and machinery	6
2 5	Credit balances	6
2 6	Book debts etc	6
2 7	Intellectual Property Rights	6
2 8	Insurances	7
2 9	Hedging	7
2 10	Other contracts	7
2 11	Miscellaneous	7
2 12	Separate charges	7
2 13	Floating charge	8
3	GUARANTEE _____	8
3 1	Guarantee	8
3 2	Indemnity	9
3 3	Continuing obligations	9
3 4	Reinstatement	9
3 5	Guarantor intent	9
3 6	Deferral of Chargors' rights	10
4	REPRESENTATIONS – GENERAL _____	10
4 1	Nature of Security	10
4 2	Times for making representations	10
5	RESTRICTIONS ON DEALINGS _____	11
5 1	Security	11
5 2	Disposals	11
6	LAND _____	11
6 1	General	11
6 2	Notices to tenants	11
6 3	Acquisitions	12
6 4	Land Registry	12
6 5	Deposit of title deeds	12
6 6	Indemnity	12
7	SECURITIES _____	13
7 1	General	13
7 2	Investments	13
7 3	Deposit	13
7 4	Changes to rights	13
7 5	Calls	14
7 6	Other obligations in respect of Investments	14
7 7	Voting rights and dividends	14
8	ACCOUNTS _____	15
8 1	General	15

8 2	Book debts and receipts	15
8 3	Notices of charge	15
9	INTELLECTUAL PROPERTY RIGHTS	16
9 1	Documents of title	16
9 2	Additional Intellectual Property Rights	16
9 3	Notice of charge	16
9 4	No liability for the Chargee	16
10	HEDGING	16
11	RELEVANT CONTRACTS	17
11 1	General	17
11 2	Notices of charge	17
12	WHEN SECURITY BECOMES ENFORCEABLE	17
12 1	Event of Default	17
12 2	Discretion	17
12 3	Statutory powers	17
13	ENFORCEMENT OF SECURITY	18
13 1	General	18
13 2	No liability as mortgagee in possession	18
13 3	Privileges	18
13 4	Protection of third parties	18
13 5	Redemption of prior mortgages	18
13 6	Contingencies	19
14	RECEIVER AND ADMINISTRATOR	19
14 1	Appointment of Receiver or Administrator	19
14 2	Removal	19
14 3	Remuneration	20
14 4	Agent of the Chargor	20
14 5	Exercise of Receiver powers by the Chargee	20
15	POWERS OF RECEIVER	20
15 1	General	20
15 2	Possession	20
15 3	Carry on business	21
15 4	Employees	21
15 5	Borrow money	21
15 6	Sale of assets	21
15 7	Leases	21
15 8	Compromise	21
15 9	Legal actions	21
15 10	Receipts	22
15 11	Subsidiaries	22
15 12	Delegation	22
15 13	Lending	22
15 14	Protection of assets	22
15 15	Other powers	22
16	APPLICATION OF PROCEEDS	23
17	EXPENSES AND INDEMNITY	23
18	DELEGATION	23
18 1	Power of Attorney	23
18 2	Terms	23
18 3	Liability	23

19	FURTHER ASSURANCES	24
20	POWER OF ATTORNEY	24
21	PRESERVATION OF SECURITY	24
21 1	Continuing security	24
21 2	Reinstatement	24
21 3	Waiver of defences	25
21 4	Immediate recourse	25
21 5	Appropriations	25
21 6	Non-competition	26
21 7	Additional security	26
22	MISCELLANEOUS	26
22 1	Covenant to pay	26
22 2	Tacking	26
22 3	New accounts	27
22 4	Time deposits	27
22 5	Cumulative remedies	27
22 6	Severance	27
22 7	Amendment	28
22 8	Waivers	28
23	RELEASE	28
24	APPLICABLE LAW AND JURISDICTION	28
24 1	Applicable Law	28
24 2	Junsdiction	28
	SCHEDULE 1	30
	Real Property	30
	SCHEDULE 2	31
	Forms of letter for occupational tenants	31
	Part I	31
	Part II	32
	SCHEDULE 3	33
	Forms of letter for Account Bank	33
	Part I	33
	Part II	1
	SCHEDULE 4	2
	Forms of letter for Hedging Counterparty	2
	Part I	2
	Part II	1
	SCHEDULE 5	2
	Forms of letter for Relevant Contracts	2
	Part I	2
	Part II	1

SCHEDULE 6	2
Intellectual Property Rights	2
Part I	2
Part II	1

THIS DEED is made on

19 December 2014

BETWEEN

- (1) **NEWINCCO 1330 LIMITED** (registered in England and Wales with company number 09227456) (the "**Company**"),
- (2) **BARWOOD DEVELOPMENTS LIMITED** (registered in England with company number 04537090) ("**BDL**"), and
- (3) **DV4 PROPERTIES BARWOOD CO LIMITED** (registered in the British Virgin Islands with registration number 1847980) (the "**Chargee**")

BACKGROUND

- (A) The Company and BDL enter into this Deed in connection with the Finance Documents (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 following words and expressions shall have the following meanings unless the context otherwise requires

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

"**Administrator**" means any administrator(s) appointed pursuant to the provisions of Schedule B1 of the Insolvency Act 1986,

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

"**Charged Intellectual Property Rights**" means such of the Intellectual Property Rights as are charged to the Chargee under this Deed,

"**Chargor**" means the Company and BDL, together being the "**Chargors**",

"**Development Management Agreement**" means each development management agreement entered into from time to time by Barwood Developments Limited with a Project Vehicle (as defined in the Shareholders Agreement),

"**Environment**" means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media,

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground),
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers), and
- (c) land (including, without limitation, land under water),

"Environmental Law" means any applicable law or regulation which relates to

- (a) the pollution or protection of the Environment,
- (b) the conditions of the workplace, or
- (c) 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

"Event of Default" means any event, act, occurrence or omission described as such in a Finance Document or any event act, occurrence or omission upon which any of the Secured Liabilities may be declared, or become automatically, due and payable,

"Finance Documents" means this Deed, any loan agreement or bond instrument pursuant to which the Chargee lends to the Company from time to time, any bond or note issued by the Company to the Chargee from time to time and any other document creating or governing the Secured Liabilities or evidencing security in respect of the Secured Liabilities or any of them whether constituted prior to or after the date of this Deed,

"Intellectual Property Rights" means all patents (including applications (and any goodwill associated with such applications), improvements, prolongations, extensions and rights to apply for them in any part of the world), designs (whether registered or unregistered), copyrights and rights in the nature of copyright, design rights, trade marks and service marks (whether registered or unregistered), utility models (in each case for their full period and all extensions and renewals of them), trade names, business names, domain names and brand names, know-how, formulae, confidential information, trade secrets, computer software programs and systems and any similar rights existing in any country (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived from them or incidental to them in any part of the world,

"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,

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally in any capacity whatsoever) of each Chargor which are, or are expressed to be, or may become due, owing or payable

to the Chargee pursuant to the Finance Documents except for any obligation or liability which, if it were so included, would cause that obligation or liability or any security in respect thereof, to be unlawful or prohibited by any applicable law, together with all costs, charges and expenses incurred by the Chargee in connection with the protection, preservation or enforcement of its rights,

"Security Assets" means all the assets of the Chargors which in each case are the subject of any security created or constituted by this Deed,

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

"Shareholders Agreement" means the shareholders agreement in relation to the Company dated on or about the date of this Deed between, among others, the Chargee and the Company, and

"Subsidiary" means

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006, and
- (b) unless the context requires otherwise, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

1 2 Construction

1 2 1 In this Deed (unless the context requires otherwise)

1 2 1 1 the terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Documents are incorporated in this Deed to the extent required to ensure that any purported disposition is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989,

1 2 1 2 if the Chargee considers (acting reasonably) an amount paid to it under a Finance Document is capable of being avoided or otherwise set aside on the liquidation administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed,

1 2 1 3 each of the **"Chargor"** and the **"Chargee"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees,

1 2 1 4 any reference to a document **"in agreed form"** is a document which is previously agreed in writing by or on behalf of the Chargor and the Chargee or, if not so agreed, is in the form specified by the Chargee,

- 1 2 1 5 the term "**this Security**" means any security created or constituted by this Deed,
- 1 2 1 6 any covenant or undertaking of each Chargor (other than a payment obligation) remains in force during the Security Period,
- 1 2 1 7 a reference to any document, agreement or instrument is a reference to that document, or agreement or instrument as supplemented, amended or novated (however fundamentally) or replaced including, without limitation, any amendment, supplement, novation or replacement providing for further advances,
- 1 2 1 8 any reference to a "**Security Asset**" includes the proceeds of sale of that "**Security Asset**",
- 1 2 1 9 a reference to any asset, unless the context otherwise requires, includes any present or future asset,
- 1 2 1 10 use of any gender includes the other gender,
- 1 2 1 11 any reference to a person being an "**associate**" of another shall be interpreted in accordance with section 435 of the Insolvency Act 1986, and a person shall be regarded as "**connected**" or "**associated**" with any person which is an associate of his and with any company of which any director is an associate of his,
- 1 2 1 12 any reference to a statute, statutory provision, subordinate legislation, code or guideline ("**legislation**") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation,
- 1 2 1 13 the ejusdem generis rule shall not apply and accordingly general words introduced by the word "**other**" or any similar word, or followed by the words "**including**", "**includes**", "**include**", "**in particular**" or any similar words, shall not be given a restricted meaning because they are preceded or followed by more specific words,
- 1 2 1 14 reference to any "**disposal**" includes any sale, lease, sub-lease, assignment or transfer, the grant of an option or similar right, the grant of any easement, right or privilege, the creation of a trust or other equitable interest or security right in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and (without prejudice to the generality of the foregoing) in the case of Intellectual Property Rights the

granting of use of or access to any other person and "dispose" and "disposition" shall be construed accordingly,

1 2 1 15 an Event of Default is "outstanding" if it has not been remedied or waived in writing by the Chargee, and

1 2 1 16 capitalised terms defined in the Finance Documents (as appropriate) have, unless expressly agreed defined in this Deed, the same meaning in this Deed

1 2 2 The Schedules and recitals form an integral part of this Deed and shall have effect as if set out in full in the body of this Deed and any reference to this Deed includes the Schedules and recitals

1 2 3 This Deed may be subject to any subordination arrangements pursuant to any financing entered into between the Company and any third party

2 CREATION OF SECURITY

2 1 General

2 1 1 All the security created under this Deed

2 1 1 1 is created in favour of the Chargee,

2 1 1 2 is created over present and future assets of each Chargor,

2 1 1 3 is security for the payment and satisfaction of all the Secured Liabilities,

2 1 1 4 is created by each Chargor to the extent of its interest whether joint or several, legal or beneficial, and

2 1 1 5 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

2 2 Land

2 2 1 Each Chargor charges

2 2 1 1 by way of a first legal mortgage all estates or interest in any freehold or leasehold property now owned by it, this includes the real property (if any) specified in Schedule 1 (Real Property), and

2 2 1 2 (to the extent that they are not the subject of a mortgage under Clause 2 1 1) by way of first fixed charge all estates or interest in any freehold or leasehold property now or subsequently owned by it

2 2 2 A reference in this Deed to a mortgage or charge of any freehold or leasehold property includes

2 2 2 1 all buildings, fixtures, fittings and fixed plant and machinery on that property, and

2 2 2 2 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 monies paid or payable in respect of those covenants

2 3 **Securities**

Each Chargor charges by way of first fixed charge

2 3 1 its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf, and

2 3 2 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 first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession

2 5 **Credit balances**

Each Chargor charges by way of first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by this Deed) it has with any person and the debt represented by it

2 6 **Book debts etc.**

Each Chargor charges by way of a first fixed charge

2 6 1 all of its book and other debts,

2 6 2 all other moneys due and owing to it, and

2 6 3 the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under Clause 2 6 1 or 2 6 2

2 7 **Intellectual Property Rights**

Each Chargor charges, to the extent it is legally able to do so, by way of first fixed charge, the Intellectual Property Rights for the time being owned, possessed or controlled by it and all damages, compensation, remuneration, profit, rent or income which it may derive from the Intellectual Property Rights or be awarded or entitled in respect of such Intellectual Property Rights

2 8 Insurances

Each Chargor charges by way of first fixed charge all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest

2 9 Hedging

Each Chargor charges by way of first fixed charge all of its rights under any hedging arrangements to which it is a party

2 10 Other contracts

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights

2 10 1 in respect of all rental income from the Mortgaged Property (as defined in Clause 6 1),

2 10 2 under each Development Management Agreement, and

2 10 3 under 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 11 Miscellaneous

Each Chargor charges by way of first fixed charge

2 11 1 any benefit, interest, claim or entitlement it has in any pension fund,

2 11 2 its goodwill,

2 11 3 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset,

2 11 4 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in Clause 2 11 3, and

2 11 5 its uncalled capital

2 12 Separate charges

Each of the charges referred to in Clauses 2 2 (Land) to 2 11 (Miscellaneous) (inclusive) shall be read and construed as, and deemed to be separate charges over each of the items mentioned in each such Clause), so that each item mentioned in each Clause shall be deemed to be subject to a separate charge Without limiting the previous sentence, if any such item shall be found to be subject to a floating charge and not to a fixed charge, such finding shall not of itself result in any other such item being deemed to be subject to a floating charge (as opposed to a fixed charge)

2 13 Floating charge

2 13 1 Each Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge under this Clause

2 13 2 Except as provided below, the Chargee may by notice to a Chargor convert the floating charge created by this Clause into a fixed charge as regards the relevant Chargor's assets specified in that notice, if

2 13 2 1 an Event of Default is outstanding, or

2 13 2 2 the Chargee considers those assets to be in danger of being seized or sold under any form of distress execution or other legal process or otherwise

2 13 3 The floating charge created by this Clause may not be converted into a fixed charge solely by reason of

2 13 3 1 the obtaining of a moratorium, or

2 13 3 2 anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000

2 13 4 The floating charge created by this Subclause will automatically convert into a fixed charge over those assets of the Chargors from time to time subject to a floating charge pursuant to this Deed (the "**Floating Charge Assets**")

2 13 4 1 if steps are taken to appoint an administrator, or to issue a notice of intention to appoint an administrator, to a Chargor,

2 13 4 2 if a Chargor knowingly creates or attempts to create any Security over all or any of the Floating Charge Assets, or

2 13 4 3 if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Floating Charge Assets of a Chargor

2 13 5 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Deed which floating charge is accordingly a qualifying floating charge for such purposes

3 GUARANTEE

3 1 Guarantee

Each Chargor irrevocably and unconditionally jointly and severally

3.1.1 guarantees to the Chargee punctual payment by each other Chargor of the Secured Liabilities, and

3.1.2 undertakes with the Chargee that whenever a Chargor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal obligor

3.2 Indemnity

Each Chargor irrevocably and unconditionally jointly and severally agrees with the Chargee that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Chargee immediately on demand against any cost, loss or liability it incurs as a result of a Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this Clause 3 if the amount claimed had been recoverable on the basis of a guarantee.

3.3 Continuing obligations

The obligations of each Chargor under this Clause 3 are continuing and will extend to the ultimate balance of sums payable by each Chargor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

3.4 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made by the Chargee 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, then the liability of each Chargor under this Clause 3 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

3.5 Guarantor intent

Without prejudice to the generality of Clause 2.1.3 (Waiver of defences), each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature, increasing working capital, enabling distributions to be made, carrying out restructurings, refinancing existing facilities, refinancing any other indebtedness, making facilities available to new borrowers, any other variation or extension of the purposes for which any facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing.

3 6 Deferral of Chargors' rights

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 3

- 3 6 1 to be indemnified by a Chargor,
- 3 6 2 to claim any contribution from any other guarantor of any Chargor's obligations under the Finance Documents,
- 3 6 3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Chargee under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Chargee,
- 3 6 4 to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under Clause 3 1 (Guarantee),
- 3 6 5 to exercise any right of set-off against any Chargor, and/or
- 3 6 6 to claim or prove as a creditor of any Chargor in competition with the Chargee

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Chargee by the Chargors under or in connection with the Finance Documents to be repaid in full on trust for the Chargee and shall promptly pay or transfer the same to Chargee

4 REPRESENTATIONS – GENERAL

4 1 Nature of Security

Each Chargor represents to the Chargee that this Deed creates the security it purports to create (save to the extent a fixed charge is characterised as a floating charge solely by the action or inaction of the Chargee) and is not liable to be avoided or otherwise set aside on the liquidation or administration of a Chargor or otherwise

4 2 Times for making representations

- 4 2 1 The representations set out in this Deed (including, without limitation, in Clause 4 1 (Nature of security) and Clause 7 2 (Investments)) are made on the date of this Deed

4 2 2 Unless a representation is expressed to be given at a specific date, each representation under this Deed is deemed to be repeated by each Chargor on each Issue Date and the first day of each calendar month

4 2 3 When a representation is repeated, it is applied to the circumstances existing at the time of repetition

5 RESTRICTIONS ON DEALINGS

5 1 Security

Except as expressly allowed in the Finance Documents, no Chargor shall without the prior written consent of the Chargee create or permit to subsist in favour of any person, other than the Chargee, any security on any Security Asset (except for this Security or pursuant to any financing to which the Finance Documents are subordinated)

5 2 Disposals

Except as expressly allowed in the Finance Documents, no Chargor shall without the prior written consent of the Chargee sell, transfer, licence, lease or otherwise dispose of or agree to sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject only to an uncrystallised floating charge created under this Deed and not expressed in this Deed to be subject to a fixed charge under Clauses 2 2 to 2 13

6 LAND

6 1 General

In this Clause

"Fixtures" means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property, and

"Mortgaged Property" means all freehold or leasehold property included in the definition of Security Assets

6 2 Notices to tenants

Each Chargor must upon request by the Chargee

6 2 1 as soon as reasonably practicable serve a notice of charge, substantially in the form of Part 1 of Schedule 3 (Forms of letter for occupational tenants), on each tenant of the Mortgaged Property, and

6 2 2 use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part II of Schedule 2 (Forms of letter for occupational tenants)

6 3 Acquisitions

If a Chargor acquires any freehold or leasehold property after the date of this Deed it must

6 3 1 notify the Chargee as soon as reasonably practicable,

6 3 2 as soon as reasonably practicable following request by the Chargee and at the cost of that Chargor, execute and deliver to the Chargee a legal mortgage in favour of the Chargee of that property in any form which the Chargee may require,

6 3 3 if the title to that freehold or leasehold property is registered at Land Registry or required to be so registered, give Land Registry written notice of this Security, and

6 3 4 if applicable, ensure that this Security is correctly noted in the Register of Title against that title at Land Registry

6 4 Land Registry

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at Land Registry

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2014 in favour of DV4 Investments Barwood Co Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer "

6 5 Deposit of title deeds

Each Chargor must upon request by the Chargee deposit with the Chargee all deeds and documents of title relating to the Mortgaged Property including, without limitation, any lease or licence or other right of occupation or right to receive rent to which the Mortgaged Property may at any time be subject and all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of the Chargor

6 6 Indemnity

Each Chargor shall punctually pay and indemnify the Chargee and any Receiver against all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by agreement, statute or otherwise) now or at any time during the continuance of this Security payable in respect of any of the Mortgaged Property or any part of it or by the owner or occupier of it

7 SECURITIES

7.1 General

In this Clause

"Investments" means

- (a) all shares, stocks, debentures, bonds or other securities and investments included in the definition of Security Assets in Clause 1.1 (Definitions and interpretation);
- (b) any dividend or interest paid or payable in relation to any of the above, and
- (c) 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

7.2 Investments

Each Chargor represents to the Chargee that

7.2.1 the Investments are fully paid, and

7.2.2 it is the sole legal and beneficial owner of the Investments

7.3 Deposit

Each Chargor must upon request by the Chargee

7.3.1 as soon as reasonably practicable deposit with the Chargee, or as the Chargee may direct, all certificates and other documents of title or evidence of ownership in relation to any Investment, and

7.3.2 promptly execute and deliver to the Chargee all share transfers and other documents which may be requested by the Chargee in order to enable the Chargee or its nominees to be registered as the owner or otherwise obtain a legal title to any Investment

7.4 Changes to rights

No Chargor shall take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Investments being altered or further Investments being issued

7 5 Calls

7 5 1 Each Chargor must pay all calls or other payments due and payable in respect of any Investment

7 5 2 If any Chargor fails to do so, the Chargee may pay the calls or other payments in respect of any Investment on behalf of the relevant Chargor. Any Chargor requested to do so by the Chargee must immediately reimburse the Chargee for any payment made by the Chargee under this Subclause

7 6 Other obligations in respect of Investments

7 6 1 Each Chargor must comply with all other conditions and obligations assumed by it in respect of any Investment

7 6 2 The Chargee is not obliged to

7 6 2 1 perform any obligation of the Chargors or any Chargor,

7 6 2 2 make any payment,

7 6 2 3 make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor; or

7 6 2 4 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

7 7 Voting rights and dividends

7 7 1 Before this Security becomes enforceable

7 7 1 1 the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Chargee) be exercised in any manner which the Chargor holding those Investments may direct in writing, and

7 7 1 2 all dividends or other income paid or payable in relation to any Investments may be retained by the Chargor holding those Investments

7 7 2 Each Chargor must indemnify the Chargee against any loss or liability incurred by the Chargee as a consequence of the Chargee acting in respect of the Investments as permitted by this Deed on the direction of any Chargor

7 7 3 After this Security has become enforceable

7 7 3 1 the Chargee may 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, and

7 7 3 2 all dividends, interest and other income forming part of the Investments shall be paid without any set-off or deduction whatsoever to an interest bearing suspense account in the name of the Chargee and shall be retained by the Chargee and any such monies which may be received by any Chargor shall, pending such payment, be held in trust for the Chargee

8 ACCOUNTS

8 1 General

In this Clause "**Account Bank**" means a person with whom a bank account is maintained by any Chargor

8 2 Book debts and receipts

8 2 1 Each Chargor must get in and realise its

8 2 1 1 rent and other amounts due from tenants of the Mortgaged Property, and

8 2 1 2 book and other debts and other moneys due and owing to it,

in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account if required by the Chargee) on trust for the Chargee

8 2 2 No Chargor shall factor, release, exchange, compound, set-off, grant any indulgence in respect of, or in any other manner deal with any of the items referred to in Clause 8 2 1

8 3 Notices of charge

Each Chargor must upon the request of the Chargee

8 3 1 as soon as reasonably practicable serve a notice of charge, substantially in the form of Part I of Schedule 3 (Forms of letter for Account Bank), on each Account Bank, and

8 3 2 use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part II of Schedule 3 (Forms of letter for Account Bank)

9 INTELLECTUAL PROPERTY RIGHTS

9 1 Documents of title

9 1 1 Each Chargor must as soon as reasonably practicable following request by the Chargee deposit (or procure the deposit) with the Chargee (to be held at the risk of each Chargor) all deeds, certificates and other documents of title relating to its Intellectual Property Rights including any licenses relating to such Intellectual Property Rights

9 1 2 Each Chargor will as soon as reasonably practicable following acquisition by it of any interest in any Intellectual Property Rights or as soon as reasonably practicable following registration of any Intellectual Property Rights in its name (whether separately or jointly with another person), deposit (or procure the deposit) with the Chargee (to be held at the relevant Chargor's risk) all deeds, certificates and other documents of title relating to such Intellectual Property Rights including any licenses relating to such Intellectual Property Rights

9 2 Additional Intellectual Property Rights

Each Chargor shall forthwith notify the Chargee of

9 2 1 the creation of any new Intellectual Property Rights by it, and

9 2 2 the acquisition of any new intellectual Property Rights by it,

and shall, if requested by the Chargee, execute further charges of such Intellectual Property Rights on substantially the terms of the charges of Intellectual Property Rights contained in this Deed. The Chargors shall bear the costs of such further charges

9 3 Notice of charge

Each Chargor must as soon as reasonably practicable following the request of the Chargee serve notices of charge substantially in the form of Part I of Schedule 6 (Intellectual Property Rights) in respect of the Charged Intellectual Property Rights and will use reasonable efforts to procure an acknowledgement of each such notice substantially in the form of Part II of Schedule 6 (Intellectual Property Rights)

9 4 No liability for the Chargee

The Chargee shall have no liability to any Chargor for any breach or omission relating to the Intellectual Property Rights which are the subject of this Security

10 HEDGING

Each Chargor must upon the request of the Chargee

10 1 1 as soon as reasonably practicable serve a notice of charge, substantially in the form of Part I of Schedule 4 (Forms of letter for Hedging Counterparty), on each counterparty to any hedging arrangement to which it is a party, and

10 1 2 use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part II of Schedule 4 (Forms of letter for hedging counterparty)

11 RELEVANT CONTRACTS

11 1 General

In this Clause "**Relevant Contract**" means each Development Management Agreement and any other agreement to which any Chargor is a party and which the Chargee has designated in writing as a Relevant Contract

11 2 Notices of charge

Each Chargor must upon the request of the Chargee

11 2 1 as soon as reasonably practicable serve a notice of charge, substantially in the form of Part I of Schedule 5 (Forms of letter for Relevant Contracts), on each counterparty to a Relevant Contract, and

11 2 2 use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part II of Schedule 5 (Forms of letter for Relevant Contracts)

12 WHEN SECURITY BECOMES ENFORCEABLE

12 1 Event of Default

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

12 2 Discretion

After this Security has become enforceable, the Chargee may in its absolute discretion enforce all or any part of this Security in any manner it sees fit

12 3 Statutory powers

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

13 ENFORCEMENT OF SECURITY

13 1 General

13 1 1 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

13 1 2 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

13 1 3 The statutory powers of leasing conferred on the Chargee are extended so as to authorise the Chargee to lease, make agreements for leases, accept surrenders of leases and grant options as the Chargee may think fit and without the need to comply with any provision of section 99 or 100 of the Act

13 2 No liability as mortgagee in possession

Neither the Chargee 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

13 3 Privileges

Each Receiver and the Chargee 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

13 4 Protection of third parties

No person (including a purchaser) dealing with the Chargee or a Receiver or its or his Chargee will be concerned to enquire

13 4 1 whether the Secured Liabilities have become payable,

13 4 2 whether any power which the Chargee or a Receiver is purporting to exercise has become exercisable or is being properly exercised

13 4 3 whether any money remains due under the Finance Documents, or

13 4 4 how any money paid to the Chargee or to that Receiver is to be applied

13 5 Redemption of prior mortgages

13 5 1 At any time after this Security has become enforceable, the Chargee may

13 5 1 1 redeem any prior security against any Security Asset, and/or

13 5 1 2 procure the transfer of that security to itself, and/or

13 5 1 3 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 the Chargors

13 5 2 Each Chargor must pay to the Chargee, immediately on demand, the costs and expenses incurred by the Chargee in connection with any such redemption and/or transfer, including the payment of any principal or interest

13 6 Contingencies

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

14 RECEIVER AND ADMINISTRATOR

14 1 Appointment of Receiver or Administrator

14 1 1 Except as provided below, the Chargee may appoint any one or more persons to be a Receiver or Administrator of all or any part of the Security Assets if

14 1 1 1 this Security has become enforceable, or

14 1 1 2 any Chargor so requests the Chargee in writing at any time

14 1 2 Any appointment of a Receiver under Clause 14 1 1 may be by deed, under seal or in writing under its hand

14 1 3 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

14 1 4 The Chargee 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 the Insolvency Act 2000 except with the leave of the court

14 1 5 The Chargee may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Chargee is prohibited from doing so by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

14 2 Removal

The Chargee 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

14 3 Remuneration

The Chargee 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

14 4 Agent of the Chargor

14 4 1 A Receiver will be deemed to be the agent of the Chargor in respect of whose assets they are appointed 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 That Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver

14 4 2 The Chargee will not incur any liability (either to any Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

14 5 Exercise of Receiver powers by the Chargee

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 Chargee in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver

15 POWERS OF RECEIVER

15 1 General

15 1 1 A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law, this includes

15 1 1 1 in the case of an administrative receiver, all the rights powers and discretions conferred on an administrative receiver under the Insolvency Act 1986, and

15 1 1 2 otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986 including, without limitation, those powers provided for in Schedule 1 of the Insolvency Act 1986

15 1 2 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

15 2 Possession

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

15 3 Carry on business

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

15 4 Employees

15 4 1 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 otherwise as he thinks fit

15 4 2 A Receiver may discharge any person appointed by any Chargor

15 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

15 6 Sale of assets

15 6 1 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 term which he thinks fit

15 6 2 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

15 6 3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of any Chargor

15 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)

15 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

15 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

15 10 Receipts

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

15 11 Subsidiaries

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

15 12 Delegation

A Receiver may delegate his powers in accordance with this Deed

15 13 Lending

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

15 14 Protection of assets

A Receiver may

15 14 1 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,

15 14 2 commence and/or complete any building operation, and

15 14 3 apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit

15 15 Other powers

A Receiver may

15 15 1 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,

15 15 2 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

15 15 3 use the name of any Chargor for any of the above purposes

16 APPLICATION OF PROCEEDS

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

16 1 1 in or towards payment of or provision for all costs and expenses incurred by the Chargee or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed,

16 1 2 in or towards payment of or provision of Secured Liabilities, and

16 1 3 in payment of the surplus (if any) to the Chargor or other person entitled to it

This Clause is subject to the payment of any claims having priority over this Security
This Clause does not prejudice the right of the Chargee to recover any shortfall from the Chargors

17 EXPENSES AND INDEMNITY

Each Chargor must

17 1 1 immediately on demand pay all costs and expenses (including legal fees) incurred in connection with this Deed by the Chargee, Receiver, attorney, manager, agent or other person appointed by the Chargee under this Deed, and

17 1 2 keep each of them indemnified against any failure or delay in paying those costs or expenses, this includes any arising from any actual or alleged breach by any person of any law or regulation

18 DELEGATION

18 1 Power of Attorney

The Chargee 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

18 2 Terms

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

18 3 Liability

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

19 FURTHER ASSURANCES

Each Chargor must, at its own expense, take whatever action the Chargee or a Receiver may require for

19 1 1 creating, perfecting or protecting any security intended to be created by this Deed, or

19 1 2 facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Chargee or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

19 1 3 the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Chargee or to its nominee, or

19 1 4 the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Chargee may think expedient

20 POWER OF ATTORNEY

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

21 PRESERVATION OF SECURITY

21 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

21 2 Reinstatement

21 2 1 If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made by the Chargee in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation, administration or otherwise without limitation, the liability of the Chargors under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred

21 2 2 The Chargee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

21 3 Waiver of defences

The obligations of the Chargors under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to any Chargor or the Chargee) This includes

- 21 3 1 any time or waiver granted to, or composition with, any person,
- 21 3 2 the release of any person under the terms of any composition or arrangement,
- 21 3 3 the taking, variation, compromise, exchange renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person,
- 21 3 4 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,
- 21 3 5 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person,
- 21 3 6 any amendment (however fundamental) of a Finance Document or any other document or security, or
- 21 3 7 any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security

21 4 Immediate recourse

Each Chargor waives any right it may have of first requiring the Chargee (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 any Chargor under this Deed

21 5 Appropriations

The Chargee (or any trustee or agent on its behalf) may at any time during the Security Period without affecting the liability of any Chargor under this Deed

- 21 5 1 refrain from applying or enforcing any other monies, security or rights held or received by the Chargee (or any trustee or agent on its behalf) in respect of those amounts, or
- 21 5 2 apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise), and
- 21 5 3 hold in a suspense account any monies received from any Chargor or on account of the liability of any Chargor under this Deed

21 6 Non-competition

21 6 1 Unless the Security Period has expired or the Chargee otherwise requests, no Chargor shall, after a claim has been made under this Deed or by virtue of any payment or performance by it under this Deed

21 6 1 1 be subrogated to any rights, security or monies held, received or receivable by the Chargee (or any trustee or agent on its behalf),

21 6 1 2 be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of any Chargor's liability under this Deed,

21 6 1 3 claim, rank, prove or vote as a creditor of any Chargor or its estate *in competition with the Chargee (or any trustee or agent on its behalf)*, or

21 6 1 4 receive, claim or have the benefit of any payment, distribution or security from or on account of any Chargor, or exercise any right of set-off as against any Chargor

21 6 2 Each Chargor must hold in trust for and immediately pay or transfer to the Chargee any payment or distribution or benefit of security received by it contrary to this Clause or in accordance with any directions given by the Chargee under this Clause

21 6 3 The Chargee shall be entitled to direct any Chargor or any co-guarantor to prove for the whole or any part of any debt or other claim that one or more of them may have in the liquidation or bankruptcy of another of them to the fullest extent permitted by law and such direction shall not affect the Chargors' liability or give any Chargor any recourse against the Chargee

21 7 Additional security

This Security is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Chargee

22 MISCELLANEOUS

22 1 Covenant to pay

Each Chargor must pay on demand, or discharge, the Secured Liabilities when they become due

22 2 Tacking

The Chargee must perform its obligations under the Finance Documents (including any obligation to make available further advances)

22 3 New accounts

- 22 3 1 If any subsequent charge or other interest affects any Security Asset, the Chargee may open a new account with the Chargor whose Security Asset was so affected
- 22 3 2 If the Chargee 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
- 22 3 3 As from that time all payments made to the Chargee will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability

22 4 Time deposits

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

22 4 1 this Security has become enforceable, and

22 4 2 no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which the Chargee considers appropriate

22 5 Cumulative remedies

The rights, powers and remedies provided in this Deed are cumulative and are not, nor are they to be construed as, exclusive of any rights, powers or remedies provided by law or otherwise and may be exercised from time to time and as often as the Chargee deems expedient

22 6 Severance

- 22 6 1 If any provision of this Deed shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Deed which shall remain in full force and effect
- 22 6 2 If any provision of this Deed is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such deletion(s) as may be necessary to make it valid

22 7 Amendment

22 7 1 No modification or variation of this Deed (or any document entered into pursuant to or in connection with this Deed) shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Deed. For the avoidance of doubt, no modification or variation of this Deed shall be valid if made by e-mail.

22 7 2 Unless expressly so agreed, no modification or variation of this Deed shall constitute or be construed as a general waiver of any provisions of this Deed, nor shall it affect any rights, obligations or liabilities under this Deed which have already accrued up to the date of such modification or waiver, and the rights and obligations of the parties under this Deed shall remain in full force and effect, except and only to the extent that they are so modified or varied.

22 8 Waivers

No failure or delay or other relaxation or indulgence on the part of the Chargee to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

23 RELEASE

At the end of the Security Period, the Chargee must, at the request and cost of the Chargors, take whatever action is necessary to release the Security Assets from this Security.

24 APPLICABLE LAW AND JURISDICTION

24 1 Applicable Law

The validity, construction and performance of this Deed (and any claim, dispute or matter arising under or in connection with it or its enforceability) and any non-contractual obligations arising out of or in connection with it shall be governed by and constructed in accordance with the law of England.

24 2 Jurisdiction

Each Chargor irrevocably agrees for the exclusive benefit of the Chargee that the English courts shall have exclusive jurisdiction over any claim, dispute or matter arising under or in connection with this Deed or its enforceability and any non-contractual obligations arising out of or in connection with it and that accordingly any proceedings in respect of any such claim, dispute or matter may be brought in such courts. Nothing in this Clause shall limit the right of the Chargee to take proceedings against any Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction or jurisdictions.

whether concurrently or not, to the extent permitted by the law of such other jurisdiction or jurisdictions

This Deed has been executed and delivered by or on behalf of the parties on the date at the top of page 1

SCHEDULE 2

Forms of letter for occupational tenants

Part I

Notice to occupational tenant

[On the letterhead of the Chargor]

To [Occupational tenant]

[Date]

Dear Sirs,

Re [PROPERTY]

Guarantee and debenture dated [], 20[] between [•] and DV4 Properties Distribution Co Limited (the "Debenture")

We refer to the lease dated [] and made between [] and [] (the "Lease").

This letter constitutes notice to you that under the Debenture we have charged (by way of a first fixed charge) to [CHARGE] (the "Charge") 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 "Rent Account")

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

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Chargee at [ADDRESS] with a copy to ourselves

Yours faithfully,

For

[CHARGE]

Part II

Acknowledgement of Occupational Tenant

To [CHARGE]

Attention [ATTENTION]

[Date]

Dear Sirs,

Re [PROPERTY]

Guarantee and debenture dated [], 20[] between [•] and DV4 Properties Distribution Co. Limited (the "Debenture")

We confirm receipt from [CHARGE] (the "**Chargor**") of a notice dated [], 20[] (the "**Notice**") in relating to the Lease (as defined in the Notice)

We accept the instructions contained in the Notice

We confirm that we

- 1 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 (as defined in the Notice), and
- 2 must pay all rent and all other moneys payable by us under the Lease into the Rent Account (as defined in the Notice), and
- 3 must continue to pay those moneys into the Rent Account until we receive your written instructions to the contrary

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

Yours faithfully,

For

[Occupational Tenant]

SCHEDULE 3

Forms of letter for Account Bank

Part I

Notice to Account Bank

[On the letterhead of the Chargor]

To [Account Bank]

[Date]

Dear Sirs,

Guarantee and debenture dated [], 20[] between [•] and DV4 Properties Distribution Co. Limited (the "Debenture")

This letter constitutes notice to you that under the Debenture we have charged (by way of a first fixed charge) in favour of [CHARGE] (the "**Chargee**") all our rights in respect of any amount standing to the credit of any account maintained by us with you (the "**Accounts**")

We irrevocably instruct and authorise you to

- 1 disclose to the Chargee any information relating to any Account requested from you by the Chargee,
- 2 comply with the terms of any written notice or instruction relating to any Account received by you from the Chargee, and
- 3 pay or release any sum standing to the credit of any Account in accordance with the written instructions of the Chargee

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

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

This letter and any non-contractual obligations arising out or in connection with it are governed by English law Please confirm your agreement to the above by sending the attached acknowledgement to the Chargee at [] with a copy to ourselves

Yours faithfully,

Part II

Acknowledgement of Account Banks

[On the letterhead of the Account Bank]

To CHARGEES

Copy [Name of relevant Chargor]

[Date]

Dear Sirs,

Guarantee and debenture dated [], 20[] between [•] and DV4 Properties Distribution Co. Limited (the "Debenture")

We confirm receipt from [Chargor] (the "Chargor") of a notice dated [], 20[] of a charge upon the terms of the Debenture over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us (the "Accounts")

We confirm that we

- 1 accept the instructions contained in the notice and agree to comply with the notice,
- 2 have not received notice of the interest of any third party in any Account,
- 3 have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counterclaim or other right in respect of any Account, and
- 4 will not permit any amount to be withdrawn from any Account without your prior written consent

The Accounts maintained with us are

[Specify accounts and account numbers]

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]

SCHEDULE 4

Forms of letter for Hedging Counterparty

Part I

Notice to Hedging Counterparty

[on letterhead of the Chargor]

To [Counterparty]

[Date]

Dear Sirs,

Guarantee and debenture dated [], 20[] between [•] and DV4 Properties Distribution Co. Limited (the "Debenture")

This letter constitutes notice to you that under the Debenture we charged (by way of a first fixed charge) to [CHARGE] (the "Charge") all our rights under any hedging arrangements between yourselves and ourselves (the "Hedging Arrangements")

We irrevocably instruct and authorise you to

- 1 disclose to the Charge without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure, any information relating to the Hedging Arrangements which the Charge may request from you, and
- 2 pay any sum payable by you under the Hedging Arrangements to our account with [the Charge] at [], Sort Code [], Account No []

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

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Charge with a copy to ourselves

Yours faithfully,

(Authorised signatory)

[CHARGOR]

Part II

Acknowledgement of Hedging Counterparty

To [CHARGEES]

Copy [Chargor]

[Date]

Dear Sirs,

Guarantee and debenture dated [], 20[] between [•] and DV4 Properties Distribution Co. Limited (the "Debenture")

We confirm receipt from [CHARGOR] (the "Chargor") of a notice dated [], 20[] (the "Notice") of a charge upon the terms of the Debenture of all the Chargor's rights under the Hedging Arrangements (as defined in the Notice)

We confirm that we

- 1 have not received notice of the interest of any third party in the Hedging Arrangements,
- 2 must pay any amount payable by us under the Hedging Arrangement to the Chargor's account with you at [], Sort Code [], Account No [], and
- 3 must accept your instructions in relation to the Chargor's rights under the Hedging Arrangements

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

Yours faithfully,

(Authorised signatory)

[HEDGING COUNTERPARTY]

SCHEDULE 5

Forms of letter for Relevant Contracts

Part I

Notice to Counterparty

[On letterhead of the Chargor]

To [Contract party]

[Date]

Dear Sirs,

Guarantee and debenture dated [], 20[] between [•] and DV4 Properties Distribution Co Limited (the "Debenture")

This letter constitutes notice to you that under the Debenture we have charged (by way of a first fixed charge) to [CHARGE] (the "**Charge**") all our rights in respect of *[insert details of Contract]* (the "**Contract**")

We confirm that

- 1 we will remain liable under the Contract to perform all the obligations assumed by us under the Contract, and
- 2 none of the Chargee, 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 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 Chargee 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 Chargee 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 Chargee

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 Chargee at [ADDRESS]

Yours faithfully,

[CHARGOR]

(Authorised signatory)

Part II

Acknowledgement of Counterparty

To [CHARGE] as Chargee

Copy [CHARGOR]

[Date]

Dear Sirs,

We confirm receipt from [CHARGOR] (the "**Chargor**") of a notice dated [] 20[] of a charge on the terms of the Debenture dated [], 20[] 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 or in connection with it are governed by English law

Yours faithfully,

(Authorised signatory)

[Counterparty]

SCHEDULE 6

Intellectual Property Rights

Part I

(Form of notice of charge of Intellectual Property Rights)

[on letterhead of the Chargor]

To [Name of intellectual property user]

[Date]

Dear Sirs,

Guarantee and debenture dated [], 20[] between [•] and DV4 Properties Distribution Co. Limited (the "Debenture")

This letter constitutes notice to you that under the Debenture we charged (by way of a first fixed charge) to [CHARGE] (the "Charge") all our rights under [insert description of Charged Intellectual Property Rights] (the "Intellectual Property Rights")

We irrevocably instruct and authorise you to

- 1 [disclose to the Chargee without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure, any information relating to the Intellectual Property Rights which the Chargee may request from you, and
- 2 pay any sum payable by you under the Intellectual Property Rights to our account with [the Chargee] at [], Sort Code [], Account No []]

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

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Chargee with a copy to ourselves

Yours faithfully,

..

(Authorised signatory)

[CHARGOR]

Part II

Acknowledgement

To [CHARGE]

Copy [CHARGOR]

[Date]

Dear Sirs,

Guarantee and debenture dated [], 20[] between [•] and DV4 Properties Distribution Co Limited (the "Debenture")

We confirm receipt from [CHARGOR] (the "**Chargor**") of a notice dated [], 20[] (the "**Notice**") of a charge upon the terms of the Debenture of all the Chargor's rights under the Intellectual Property Rights (as defined in the Notice)

We confirm that we

- 1 [have not received notice of the interest of any third party in the Intellectual Property Rights,
- 2 must pay any amount payable by us under the Intellectual Property Rights to the Chargor's account with you at [], Sort Code [], Account No [], and
- 3 must accept your instructions in relation to the Chargor's rights under the Intellectual Property Rights]

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

Yours faithfully,

(Authorised signatory)

[NAME OF INTELLECTUAL PROPERTY USER]

EXECUTION

EXECUTED as a deed by)
NEWINCCO 1330 LIMITED)
(registered number 09227456))
acting by)

Director

Director/~~Company Secretary~~

EXECUTED as a deed by)
BARWOOD DEVELOPMENTS LIMITED)
(registered number 04537090))
acting by)

Director

Director/~~Company Secretary~~

EXECUTED as a deed by **DV4 PROPERTIES**)
CO LIMITED)
acting by)

Authorised signatory