



Registration of a Charge

Company name: **GRADUATION CARDIFF MANAGEMENT LIMITED**

Company number: **10723597**



X9Z1Y981

Received for Electronic Filing: **25/02/2021**

Details of Charge

Date of creation: **22/02/2021**

Charge code: **1072 3597 0003**

Persons entitled: **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY AS SECURITY TRUSTEE**

Brief description: **REGISTERED LAND: THE WEST WING, GLOSSOP ROAD, CARDIFF CF24 0JU - TITLE NO.: CYM801593**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10723597

Charge code: 1072 3597 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd February 2021 and created by GRADUATION CARDIFF MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th February 2021 .

Given at Companies House, Cardiff on 26th February 2021

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Debenture

The companies listed in schedule 1
as Chargors

and

Massachusetts Mutual Life Insurance Company
as Security Agent

22 February 2021

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THIS DEED is made on 22 February 2021

BETWEEN:

- (1) **THE COMPANIES** listed in schedule 1 thereto as chargors; and
- (2) **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY** as security trustee for itself and the other Secured Parties (the "**Security Agent**"), which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed:

"2017 Debenture" means the debenture dated 20 November 2017 between Graduation Exeter and Cardiff (Jersey) Limited, Mace Developments (Exeter) Limited, Graduation Exeter Management Limited, Mace Developments (Cardiff) Limited and Graduation Cardiff Management Limited (as chargors) and Massachusetts Mutual Life Insurance Company (as security agent) including as supplemented by any Security Accession Deed (as defined in the 2017 Debenture) entered into prior to the date of this deed;

"2020 Debenture" means the debenture dated 18 November 2020 between Graduation Exeter and Cardiff (Jersey) Limited, Mace Developments (Exeter) Limited, Graduation Exeter Management Limited, Mace Developments (Cardiff) Limited, Graduation Cardiff Management Limited, Graduation Exeter (Phase 2) Limited, Graduation Exeter Retail Management Limited and Graduation Cardiff Retail Management Limited (as chargors) and Massachusetts Mutual Life Insurance Company (as security agent) including as supplemented by any Security Accession Deed (as defined in the 2020 Debenture) entered into prior to the date of this deed;

"Assigned Agreements" means the Lease Documents, the Transfer Documents, the Subordinated Debt Agreements, the contracts listed as Assigned Agreements in part 1 of schedule 5 (Assigned Agreements and Other Agreements) or in any Security Accession Deed and any other agreement designated as an Assigned Agreement by the relevant Chargor (or the Obligors' Agent on its behalf) and the Security Agent;

"Bank Accounts" means all rights in relation to cash-deposit, current or other accounts held with any bank, financial institution or other person;

"Blocked Accounts" means the accounts (if any) listed in part 1 of schedule 4 (Blocked Accounts) or listed as Blocked Accounts in any Security Accession Deed and any other Bank Account which is designated as a Blocked Account by the relevant Chargor (or the Obligors' Agent on its behalf) and the Security Agent, and any replacement account or any sub-division or sub-account of those accounts;

"Book Debts" means all book and other debts of any nature and all monetary claims (excluding any such debts or claims in relation to the Bank Accounts, the Assigned Agreements, the Insurances and the Hedging Agreements);

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by this deed;

"Chargors" means each of the companies listed in schedule 1 (Chargors) and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

"Construction Contract" has the meaning given to that term in the Facility Agreement;

"Default Basis" means the rate at which interest is payable and the basis for determining payments due, as provided for in clause 8.6 (Default Interest) of the Facility Agreement;

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

"Development Documents" means the Development Documents as defined in the Facility Agreement;

"Equipment" means all plant, machinery, vehicles, computers, office and other equipment including that equipment (if any) listed in any Security Accession Deed;

"Event of Default" means an Event of Default under the Facility Agreement;

"Facility Agreement" means the facility agreement made between Graduation Exeter and Cardiff (Jersey) Limited as Obligors' Agent, Massachusetts Mutual Insurance Company as Agent and others originally dated 20 November 2017, as amended and restated on 18 November 2020 and as amended novated, replaced, restated, supplemented or varied from time to time including as amended and restated on or about the date of this deed pursuant to an amendment and restatement agreement made between, inter alia, Graduation Exeter and Cardiff (Jersey) Limited and Graduation Exeter (Phase 2) Limited as Borrowers and Massachusetts Mutual Life Insurance Company as Agent;

"Finance Documents" means the Finance Documents as defined in the Facility Agreement;

"Finance Parties" means the Finance Parties as defined in the Facility Agreement;

"Floating Charge Asset" means an asset charged under clause 3.5 (Floating Charge);

"Hedging Agreements" means the Hedging Agreements as defined in the Facility Agreement including those Hedging Agreements (if any) listed in part 2 of schedule 5 (Assigned Agreements and Other Agreements);

"Insurances" means the benefits arising from all policies of insurance (including all rights of recovery and proceeds of them) either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested, including those policies (if any) listed in schedule 6 (Insurance Policies) or in any Security Accession Deed but excluding any third party liability or public liability insurance and any directors' and officers' insurance;

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets including the intellectual property rights (if any) listed in any Security Accession Deed;

"Lease Documents" means the Lease Documents as defined in the Facility Agreement including those Lease Documents (if any) listed in part 1 of schedule 5 (Assigned Agreements and Other Agreements) or listed as Assigned Agreements in any Security Accession Deed;

"Lenders" means the Lenders as defined in the Facility Agreement;

"Obligors" means the Obligors as defined in the Facility Agreement;

"Obligors' Agent" means the Obligors' Agent under the Facility Agreement;

"Off-Site Materials" means the Off-Site Materials as defined in the Facility Agreement;

"Ordinary Accounts" means the accounts (if any) listed in part 2 of schedule 4 (Ordinary Accounts) or listed as Ordinary Accounts in any Security Accession Deed, and any other Bank Account which is not designated as a Blocked Account by the relevant Chargor (or the Obligors' Agent on its behalf) and the Security Agent, and any replacement account or sub-account of that account;

"Property" means all freehold, and leasehold property and the buildings and fixtures (including trade fixtures) on that property and any Off-Site Materials from time to time including the real property listed in schedule 2 (Real Property) and in any Security Accession Deed;

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of that asset or any part of that asset;
- (b) all dividends, distributions, interest and/or other income paid or payable in relation to that asset (including on any Subsidiary Share), together with all shares or other property derived from that asset and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that asset (whether by way of conversion, redemption, bonus, preference, option or otherwise);
- (c) any monies and proceeds paid or payable in relation to that asset;
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that asset; and
- (e) the benefit of all other rights, powers, claims, consents, contracts, warranties, security, guarantees, indemnities or covenants for title in respect of that asset,

including, in relation to any Property and the Lease Documents, all Rental Income;

"Rental Income" means Rental Income as defined in the Facility Agreement;

"Secured Liabilities" means all present and future liabilities and obligations at any time due, owing or incurred by any Transaction Obligor to any Secured Party under any Finance Document, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity except for any money or liability which, if it were so included, would cause the infringement of section 678 or 679 of the Companies Act 2006;

"Secured Parties" means the Finance Parties (including any person who accedes to the Facility Agreement as a Finance Party) and any Receiver or Delegate;

"Security Accession Deed" means a deed executed by a member of the Group substantially in the form set out in schedule 9 (Form of Security Accession Deed);

"Subordinated Debt Agreements" means any loan agreement relating to Subordinated Debt including those Subordinated Debt Agreements (if any) listed in schedule 5 (Assigned Agreements and Other Agreements) or listed as Assigned Agreements in any Security Accession Deed; and

"Subsidiary Share" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable)

whether owned directly by or to the order of a Chargor or by any trustee, fiduciary or clearance system on its behalf (including all shares and other investment interests (if any) listed in schedule 3 (Subsidiary Shares) or in any Security Accession Deed).

1.2 Construction

- (a) In this deed, unless a contrary intention appears, a reference to:
 - (i) words and expressions defined in the Facility Agreement have the same meanings when used in this deed unless otherwise defined in this deed;
 - (ii) the principles of construction contained in clause 1.2 (Construction) and clause 1.3 (Jersey terms) of the Facility Agreement apply equally to the construction of this deed, except that references to the Facility Agreement will be construed as references to this deed;
 - (iii) any **"Chargor"**, any **"Security Agent"**, any **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assignees and permitted transferees to, or of, its rights and/or obligations under the Finance Documents and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents or as a successor, replacement or additional trustee in relation to the interests created by this deed, in accordance with the Finance Documents;
 - (iv) this **"deed"** includes any Security Accession Deed;
 - (v) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly;
 - (vi) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
 - (vii) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules.
- (b) The terms of the documents under which the Secured Liabilities arise and of any side letters between any Chargor and any Secured Party relating to the Secured Liabilities are incorporated in this deed to the extent required for any purported disposition of any Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (c) The parties intend that this document shall take effect as a deed, notwithstanding the fact that a party may only execute it under hand.

1.3 Third Party Rights

- (a) Any Receiver or Delegate will have the right to enforce the provisions of this deed which are given in its favour however the consent of a Receiver or Delegate is not required for the rescission or variation of this deed.
- (b) Subject to paragraph (a), a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed.

2. **COVENANT TO PAY**

Each Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Liabilities when they fall due for payment.

3. **CHARGING CLAUSE**

3.1 **Fixed Charges**

Subject to clause 4 (Existing Security), each Chargor, as security for the payment and discharge of the Secured Liabilities, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Property; and
- (b) by way of first fixed charge:
 - (i) all other interests (not effectively charged under clause 3.1(a)) in any Property;
 - (ii) any Headlease;
 - (iii) all Subsidiary Shares;
 - (iv) all Equipment;
 - (v) all Book Debts;
 - (vi) all Blocked Accounts;
 - (vii) all Ordinary Accounts;
 - (viii) all Intellectual Property;
 - (ix) its goodwill and uncalled capital;
 - (x) the Obligor Collateral Warranties;
 - (xi) the Development Documents;
 - (xii) any Construction Contract;
 - (xiii) any Nomination Agreement;
 - (xiv) any documents appointing a Managing Agent or a Development Manager in respect of a Property; and
 - (xv) to the extent not effectively assigned by clause 3.2 (Security Assignment):
 - (A) the Lease Documents;
 - (B) all Rental Income;
 - (C) the Subordinated Debt Agreements;
 - (D) the Hedging Agreements;

- (E) the Transfer Documents;
- (F) the other Assigned Agreements; and
- (G) the Insurances.

3.2 **Security Assignment**

Subject to clause 4 (Existing Security), as further security for the payment and discharge of the Secured Liabilities, each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets both present and future and, in each case, all Related Rights:

- (a) the Lease Documents;
- (b) all Rental Income;
- (c) the Subordinated Debt Agreements;
- (d) the Hedging Agreements;
- (e) the Transfer Documents;
- (f) the other Assigned Agreements; and
- (g) the Insurances,

provided that on payment or discharge in full of the Secured Liabilities the Security Agent will at the written request and reasonable cost of the relevant Chargor re-assign, without any representation or warranty, the relevant rights, title and interest in the assigned assets to that Chargor (or as it shall direct).

3.3 **Off-Site Materials**

To the extent that they are not the subject of a mortgage or first fixed charge under clause 3.1 (Fixed Charges) above, each Chargor charges by way of a first fixed charge all Off-Site Materials owned by it and its interest in any Off-Site Materials in its possession.

3.4 **Fixed Security**

Clause 3.1 (Fixed Charges) and clause 3.2 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

3.5 **Floating Charge**

Subject to clause 4 (Existing Security), as further security for the payment and discharge of the Secured Liabilities, each Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of fixed charge under clause 3.1 (Fixed Charges) or assigned under clause 3.2 (Security Assignment) and in each case all Related Rights.

3.6 **Conversion of Floating Charge**

- (a) Subject to paragraph (b) below, if:

- (i) an Event of Default is continuing; or
- (ii) the Security Agent is of the view, acting reasonably, that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy; or
- (iii) the Security Agent considers (acting reasonably) that it is necessary to protect the priority of the security,

the Security Agent may, by notice to any Chargor, convert the floating charge created under this deed into a fixed charge as regards those assets which it specifies in the notice.

- (b) Subject to paragraph (c) below, the floating charge created under this deed may not be converted into a fixed charge solely by reason of the obtaining of a moratorium under Part A1 of the Insolvency Act 1986 in relation to a Chargor, or anything done with a view to obtaining such a moratorium.
- (c) Paragraph (b) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

3.7 **Automatic Conversion of Floating Charge**

If:

- (a) any Chargor creates (or purports to create) any Security in breach of clause 6.2 (Negative Pledge) over any Floating Charge Asset; or
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset,

the floating charge created under this deed over the relevant Floating Charge Asset will automatically and immediately be converted into a fixed charge.

4. **EXISTING SECURITY**

To the extent that a Chargor under this deed is party to the 2017 Debenture or the 2020 Debenture, the security granted by the relevant Chargor in favour of the Security Agent pursuant to clause 3 (Charging clause) of this deed will, for so long as and to the extent that the 2017 Debenture or the 2020 Debenture (as applicable) remains in force, be subject to the existing 2017 Debenture or 2020 Debenture (as applicable).

5. **FURTHER ASSURANCE**

- (a) Each Chargor shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may require in favour of the Security Agent or its nominee(s)) but provided on no more onerous terms than the terms of this deed:
 - (i) to perfect and/or protect the Security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this deed or by law;
 - (ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or

similar to the Security intended to be conferred by or pursuant to this deed;
and/or

(iii) to facilitate the realisation of the assets and/or enforcement over the assets which are, or are intended to be, the subject of the Security created by this deed.

(b) Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be requested in writing by the Security Agent (acting reasonably) as being necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this deed.

6. UNDERTAKINGS - GENERAL

6.1 Duration of Undertakings

All of the undertakings given in this deed are given from the date of this deed and until the Secured Liabilities have been irrevocably and unconditionally discharged in full.

6.2 Negative Pledge

No Chargor may create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property except as permitted by and in accordance with the Facility Agreement.

6.3 Disposal Restrictions

No Chargor may enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of the Charged Property except as permitted by and in accordance with the Facility Agreement.

6.4 Documents Relating to Charged Property

(a) Without prejudice to any specific requirements in this deed for the delivery of documents, each Chargor will deliver to the Security Agent all documents relating to the Charged Property which the Security Agent from time to time reasonably requires promptly upon written request and in any event within five Business Days of request (or otherwise procure that any such documents are held to the order of the Security Agent on terms acceptable to the Security Agent).

(b) The Security Agent may retain any document delivered to it under this deed for so long as any security constituted by this deed remains in force and, if for any reason it returns any document to the relevant Chargor (or its nominee) before that time, it may by notice to the relevant Chargor require that the relevant document be redelivered to it and the relevant Chargor shall promptly comply (or procure compliance) with that notice.

7. REAL PROPERTY

7.1 Perfection of Real Property Security

(a) Each Chargor will, promptly following execution of this deed or (if later) acquisition of Property, deposit with the Security Agent (or as it shall direct) certified copies of all deeds and documents of title relating to all Property in which it has an interest and, if those deeds and documents are with the Land Registry, will promptly deposit those which are in its possession with the Security Agent (or as it shall direct) (acting reasonably) upon their release (or otherwise procure that any such deeds,

certificates and other documents are held to the order of the Security Agent by a reputable firm of solicitors on terms acceptable to the Security Agent).

- (b) In relation to Property situated in England and Wales and charged by way of legal mortgage under this deed, each Chargor hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Property in which it has an interest (including any unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed Land Registry form and in the following or substantially similar terms:

"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 ● in favour of Massachusetts Mutual Life Insurance Company referred to in the charges register or their conveyancer."

- (c) Subject to the terms of the Facility Agreement, the Lenders are under an obligation to make further advances (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to Property which is situated in England and Wales and charged by way of legal mortgage under this deed, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Property (including any unregistered Property subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge.
- (d) In respect of any part of the Charged Property title to which is registered at the Land Registry, each Chargor certifies that the security created by this deed does not contravene any of the provisions of its articles of association.

8. **SUBSIDIARY SHARES**

8.1 **Voting and Distribution Rights**

- (a) Subject to the terms of the Facility Agreement, provided that an Event of Default is not continuing, the relevant Chargor may:
 - (i) receive and retain all dividends, distributions and other monies paid on or derived from the Subsidiary Shares; and
 - (ii) exercise all voting and other rights and powers attaching to the Subsidiary Shares provided that it may not exercise any such voting or other rights or powers in a manner which is inconsistent with any Finance Document or which may be prejudicial to the value of the security given by interests of this deed or the realisation of it.
- (b) Whilst an Event of Default is continuing:
 - (i) the Security Agent shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from the Subsidiary Shares. To the extent that any, dividends, distributions or other monies in relation to the Subsidiary Shares are received by a Chargor, the relevant Chargor will hold the same on trust for the Security Agent and shall promptly pay the same to an account designated by the Security Agent, which shall absent any further designation be the Deposit Account; and
 - (ii) the Security Agent may (in its sole discretion) directly or indirectly (by instruction to the relevant legal owner of the relevant Subsidiary Shares)

exercise, refrain from exercising or disclaim any right to exercise any voting or other rights and powers attaching to the Subsidiary Shares. Any exercise of such voting rights may only be for the purpose of preserving the value of the security given by this deed or facilitating the realisation of it. The relevant Chargor will promptly comply with any such instruction given by the Security Agent in relation to the exercise of voting or other rights and powers. Any disclaimer of rights by the Security Agent will confer on the relevant Chargor the authority to exercise the disclaimed right, as if an Event of Default was not continuing, in accordance with paragraph (a)(ii) above.

- (c) At any time when any Subsidiary Shares are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Subsidiary Shares are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Subsidiary Shares.

8.2 **Perfection of Subsidiary Shares Security**

To the extent not already deposited with the Security Agent under or pursuant to the 2017 Debenture, the 2020 Debenture or this deed, each Chargor will promptly following the execution of this deed or (if later) acquisition of a Subsidiary Share or (if applicable) upon any further issuance of Subsidiary Shares, deposit with the Security Agent (or as it shall direct) all stock and share certificates and other documents of title relating to the Subsidiary Shares in which it has an interest together with stock transfer forms in relation to all Subsidiary Shares in issuance executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Liabilities have been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following the occurrence of an Event of Default and for so long as it is continuing or if the Security Agent considers that the security constituted by this deed is in jeopardy to complete, under its power of attorney given by clause 13 (Attorney) below, the stock transfer forms on behalf of the relevant Chargor in favour of itself or its nominee(s).

9. **BANK ACCOUNTS**

9.1 **Withdrawals**

No Chargor may withdraw all or any monies from time to time standing to the credit of a Blocked Account or Ordinary Account, except as permitted by the Facility Agreement.

9.2 **Perfection of Bank Account Security**

- (a) Each Chargor will, promptly following execution of this deed or (if later) the opening of any Bank Account:
 - (i) give notice (substantially in the form set out in schedule 8 (Form of notice to Account Banks)) to each institution with which it holds any Ordinary Account or Blocked Account (each an "**Account Bank**"), of the charges created by this deed over those accounts and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice; and
 - (ii) use its reasonable endeavours to procure that each Account Bank promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent on the date of this deed in respect of any Bank

Account opened on or prior to the date of this deed, and promptly upon the opening of any Bank Account after the date of this deed.

10. INTELLECTUAL PROPERTY

10.1 Perfection of Intellectual Property Security

Each Chargor appoints the Security Agent as its agent to apply for the Secured Parties' interest in that Chargor's registered Intellectual Property to be recorded on any of the following registers, in the Security Agent's discretion (acting reasonably):

- (a) the relevant Intellectual Property register of the UK Intellectual Property Office;
- (b) the relevant Intellectual Property register of the EU Office of Harmonization for the Internal Market; and
- (c) all other national, regional and international Intellectual Property registers.

11. HEDGING AGREEMENTS AND OTHER AGREEMENTS

11.1 Proceeds of Hedging Agreements and Other Agreements

Each Chargor will, as agent for the Security Agent, collect all amounts payable to it under the Assigned Agreements, the Hedging Agreements and the Development Documents and forthwith pay those monies into such accounts (if any) as are required by the Facility Agreement and, pending that payment, hold those proceeds on trust for the Security Agent.

11.2 Perfection of Agreements Security

- (a) Other than in the circumstances described in paragraph (b), (c), (d) and (e) below, each Chargor will, promptly following execution of this deed (or, in respect of any Assigned Agreement, Construction Contract, Managing Agent appointment, Development Manager appointment, any Hedging Agreement or any Development Document entered into or designated as such after the date of execution of this deed, promptly upon entry or designation, whichever is the later):
 - (i) give notice (substantially in the form set out in the relevant part of schedule 7 (Forms of notice to counterparties)) to the other parties to the Assigned Agreements, Hedging Agreements, Managing Agent appointments, Development Manager appointments, Development Documents, or any Construction Contract of the security created by this deed over its interest therein and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice, and
 - (ii) procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent.
- (b) Where a party to this deed is a counterparty to an Assigned Agreement, a Hedging Agreement, a Development Manager appointment, a Development Document, or any Construction Contract in existence at the time of creation of security over it by this deed, the execution of this deed by that party (in whatever capacity) will be treated as acknowledgement by it (in its capacity as counterparty to any relevant Assigned Agreement, Hedging Agreement, a Development Manager appointment, Development Document, or any Construction Contract) of notice of the security created by this deed and its confirmation of the matters set out in the relevant part of schedule 7 (Forms of notice to counterparties).
- (c) No Chargor will be required to give a notice (nor procure the delivery of an acknowledgement) pursuant to paragraph (a) above:

- (i) in respect of any appointment of a Development Manager or Managing Agent provided that such Duty of Care Agreement contains such notice of the security created by this deed over the Chargor's interest therein and contains an acknowledgement from the counterparty of such notice; or
 - (ii) in respect of any Subordinated Debt Agreement provided that another Finance Document contains such notice of the security created by this deed over the Chargor's interest therein and contains an acknowledgement from the counterparty of such notice.
- (d) Each Chargor will, promptly following execution of this deed (or, in respect of any Lease Document entered into after the date of this deed, promptly upon entry) deliver to the Security Agent a signed but undated notice (substantially in the form set out in part 2 of schedule 7 (Forms of notice to counterparties)) in relation to each Occupational Lease (other than any Direct Occupational Lease). At any time that an Event of Default is continuing the Chargors shall on request of the Security Agent, serve notices (substantially in the form set out in part 2 of schedule 7 (Forms of notice to counterparties)) on each counterparty to an Occupational Lease at that time, and if any Chargor fails to do so, the Security Agent may do so.
- (e) No Chargor will be required to give a notice (nor procure the delivery of an acknowledgment) in respect of any Development Document or Construction Contract pursuant to paragraph (a) above unless requested by the Security Agent following the occurrence of a Default which is continuing.

12. INSURANCES

12.1 Proceeds of Insurances

Each Chargor will collect all amounts payable to it under the Insurances and forthwith pay those monies into such accounts as are required by the Facility Agreement and, pending that payment, hold those proceeds on trust for the Security Agent.

12.2 Perfection of Insurances Security

- (a) Each Chargor will, promptly following execution of this deed (or, in respect of any Insurances entered into after the date of execution of this deed, promptly thereafter):
- (i) give notice (substantially in the form set out in the relevant part of schedule 7 (Forms of notice to counterparties)) to the provider of such Insurances of the security created by this deed over its interest therein and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice, and
 - (ii) use its reasonable endeavours to procure that each insurance provider promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent (such acknowledgement to be delivered on the date of this deed in respect of Insurances in place on the date of this deed).
- (b) Each Chargor will, promptly following written request by the Security Agent, deposit with the Security Agent (or as it shall direct) (acting reasonably) all policy documents relating to the Insurances.

13. ATTORNEY

- (a) Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and each Delegate and any person nominated for the purpose

by the Security Agent or any Receiver or any Delegate (in writing and signed by an officer of the Security Agent or Receiver or Delegate) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing:

- (i) which that Chargor is required to do by the terms of any Finance Document; and/or
- (ii) which is for the purpose of enabling the exercise of any rights or powers conferred on the Security Agent or any Receiver or Delegate by any Finance Document or by law,

and each Chargor covenants with the Security Agent and each Receiver and each Delegate (as relevant) to ratify and confirm all such acts or things made, done or executed by that attorney.

- (b) The power given under paragraph (a) may be exercised at any time after:
 - (i) the expiry of five days following the failure by the relevant Chargor to do that which it is required to do by the terms of any Finance Document; or
 - (ii) an Event of Default has occurred, which is continuing.

14. **ENFORCEMENT**

14.1 **Exercise of Enforcement Powers**

At any time after an Event of Default has occurred and is continuing:

- (a) the security created by or pursuant to this deed is immediately enforceable;
- (b) the Security Agent may enforce all or any part of the security and take possession of and hold, sell or otherwise dispose and/or deal with all or any part of the Charged Property; and
- (c) the Security Agent may exercise the power of sale and all other rights and powers conferred by this deed or by statute (as varied or extended by this deed) on the Security Agent or on a Receiver, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

14.2 **Appointment of Receiver or Administrator**

- (a) Subject to paragraph (d) and (e) below, if:
 - (i) an Event of Default has occurred and is continuing,
 - (ii) so requested by the relevant Chargor,

the Security Agent may by writing under hand appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.
- (d) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.

- (e) A Receiver may not be appointed solely by reason of the obtaining of a moratorium under Part A1 of the Insolvency Act 1986 in relation to a Chargor, or anything done with a view to obtaining such a moratorium, other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

14.3 Appropriation

- (a) In this deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No. 2) Regulations 2003.
- (b) If an Event of Default has occurred and is continuing the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Liabilities.
- (c) The Security Agent must attribute a value to the appropriated financial collateral in a commercially reasonable manner.
- (d) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Liabilities, as the case may be, either:
 - (i) the Security Agent must account to the relevant Chargor for the amount by which the value of the appropriated financial collateral exceeds the Secured Liabilities; or
 - (ii) the Chargors will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Liabilities.

14.4 Restriction on Withdrawal of Dealing Authority

The Security Agent shall not be entitled to give any notice referred to in paragraph 2(b) of the notice in the form of schedule 8 (Form of notice to Account Banks) unless an Event of Default has occurred and is continuing or any of the circumstances described in clause 3.6 (Conversion of Floating Charge) or clause 3.7 (Automatic Conversion of Floating Charge) have arisen.

14.5 Overage Agreement

- (a) Pursuant to an overage agreement dated 27 March 2018 between (1) Exeter City Council and (2) Graduation Exeter (Phase 2) Limited (the "**Overage Agreement**"), the Security Agent will, before it takes possession of the Charged Property listed at row 3 in Schedule 2:
 - (i) enter into a deed of covenant substantially in the form set out in Schedule 10 (Form of Deed of Covenant) (the "**Deed of Covenant**"); and
 - (ii) within 10 Business Days of completion of the Deed of Covenant, deliver the correctly executed Deed of Covenant to Exeter City Council at Civic Centre, Paris Street, Exeter EX1 1JN (marked for the attention of: Michael Carson) with a copy to Ashfords LLP of Ashford House, Grenadier Road, Exeter EX1 2LH (quoting the reference ACR.FS.973-261).
- (b) Exeter City Council have the right to enforce the obligation contained in clause 14.5(a) above directly against the Security Agent.

15. EXTENSION AND VARIATION OF STATUTORY POWERS

15.1 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by statute shall apply to the security created by this deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers conferred by statute and those contained in this deed, those contained in this deed shall prevail.

15.2 Section 101 LPA Powers

The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 shall arise on the date of this deed and for that purpose the Secured Liabilities are deemed to have fallen due on the date of this deed.

15.3 Powers of Leasing

The Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

15.4 Restrictions Disapplied

The restrictions on the consolidation of mortgages and on exercise of the power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this deed.

16. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER

16.1 Receiver as Agent

Each Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his or her acts or defaults, and for his or her remuneration and expenses, and be liable on any agreements or engagements made or entered into by him or her. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

16.2 Powers of Receiver

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this deed), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Chargor, each Receiver shall have power to:

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the relevant Chargor;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;

- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the Subsidiary Shares and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property;
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Charged Property;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Charged Property;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) exercise on behalf of the relevant Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of any Property;
- (n) Off-Site Materials may be severed and sold separately from the property containing them without the consent of the relevant Chargor; and
- (o) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this clause 16.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Chargor for all such purposes,

and in each case may use the name of any Chargor and exercise the relevant power in any manner which he may think fit.

16.3 Removal of Receiver

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

16.4 Remuneration of Receiver

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it. Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed.

16.5 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Receiver states otherwise).

17. PROTECTION OF THIRD PARTIES

17.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Security Agent, any Receiver or Delegate shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Liabilities remain outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

17.2 Receipt Conclusive

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys or other consideration paid to or by the direction of the Security Agent or any Receiver.

18. PROTECTION OF SECURITY AGENT AND RECEIVER

18.1 Role of Security Agent

The provisions set out in clause 29 (Role of the Facility Agent, the Security Agent, the Arrangers and the Reference Banks) of the Facility Agreement, shall govern the rights, duties and obligations of the Security Agent under this deed.

18.2 No Liability

Neither the Security Agent nor any Receiver or Delegate shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his or her gross negligence or wilful default.

18.3 Possession of Charged Property

Without prejudice to clause 18.2 (No Liability), if the Security Agent or any Receiver or Delegate enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

19. **APPLICATION OF ENFORCEMENT PROCEEDS**

19.1 **Order of Application**

All proceeds of enforcement (whether cash or non-cash) received or recovered by the Security Agent or any Receiver pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Facility Agreement notwithstanding any purported appropriation by any Chargor.

19.2 **Suspense Account**

- (a) Until the Secured Liabilities are paid in full, each Secured Party may place and keep (to the extent possible and for such time as it shall determine) any recoveries or other proceeds of enforcement (whether cash or non-cash) received pursuant to this deed or otherwise on account of any Chargor's liability in respect of the Secured Liabilities in an interest bearing separate suspense account, without having any obligation to apply all or any part of the same in or towards discharge of the Secured Liabilities.
- (b) If the security created by this deed is enforced at a time when no amount is due under the Finance Documents but at the time when amounts may or will become due, a Secured Party may pay any recoveries or other proceeds of enforcement into a suspense account unless in the reasonable opinion of the Security Agent such amount is sufficient to discharge the Secured Liabilities in full in which case the Security Agent (or any Receiver) must apply the amount in discharge of the Secured Liabilities.

20. **PROTECTION OF SECURITY**

20.1 **Continuing Security**

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing.

20.2 **Other Security**

- (a) This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Agent or any other Secured Party may now or after the date of this deed hold for any of the Secured Liabilities.
- (b) This security may be enforced against each Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

20.3 **Cumulative Powers**

- (a) The powers which this deed confers on the Security Agent, the other Secured Parties and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate.
- (b) The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever.
- (c) The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

20.4 Amounts Avoided

If any amount paid by a Chargor in respect of the Secured Liabilities is capable of being avoided or set aside on the liquidation or administration of the relevant Chargor or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid. No interest shall accrue on such amount unless and until such amount is avoided or set aside.

20.5 Discharge Conditional

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or other Transaction Obligor, or in respect of any security for those obligations or otherwise) is made by a Secured Party 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 deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

20.6 Waiver of Defences

The obligations of each Chargor under this deed will not be affected by an act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

20.7 Non-competition

Until all amounts which may be or become payable in respect of the Secured Liabilities have been irrevocably paid in full and unless the Security Agent in writing otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this deed or by reason of any amounts being payable, or liability arising under this deed:

- (a) to claim any right of indemnity or contribution in respect of any payment made or other satisfaction of that Chargor's liability under this deed;
- (b) to take the benefit (whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents; and/or

- (c) to claim or prove as a creditor of any Transaction Obligor in competition with any Secured Party.

Each Chargor shall hold any benefit, payment or distribution received by it contrary to this clause 20.7 (Non-competition) on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with clause 19 (Application of Enforcement Proceeds).

20.8 **Release of Right of Contribution**

If any Chargor (a **"Retiring Chargor"**) ceases to be a Chargor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Chargor, then on the date such Chargor ceases to be a Chargor:

- (a) that Chargor is released by each other Chargor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Chargor arising by reason of the performance by any other Chargor of its obligations under the Finance Documents; and
- (b) each other Chargor waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Chargor.

20.9 **Subsequent Security - Ruling-off Accounts**

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Facility Agreement) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the Obligors' Agent), as from the time it receives that notice, all payments made by the relevant Chargor to it shall (in the absence of any express appropriation to the contrary) be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Liabilities.

20.10 **Redemption of Prior Charges**

The Security Agent may, at any time after an Event of Default has occurred which is continuing, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

21. **SET-OFF**

- (a) Any Secured Party may set off any matured obligation due from a Chargor under the Finance Documents (to the extent beneficially owned by that Secured Party) against any obligation (whether matured or not) owed by that Secured Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (b) If the relevant obligation or liability of a Chargor is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be

the final amount of that obligation or liability once it becomes liquidated or ascertained.

22. **CHANGES TO PARTIES**

22.1 **Assignment by the Security Agent**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this deed in accordance with the Finance Documents.

22.2 **Changes to Parties**

Each Chargor authorises and agrees to changes to parties under clause 26 (Changes to Lenders) and clause 28 (Changes to the Transaction Obligors) of the Facility Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

22.3 **Consent of Chargors**

Each Chargor consents to the accession to this deed of additional Chargors and agrees that any such accession will in no way prejudice the security granted by it or affect the covenants given by it under this deed.

23. **CURRENCY**

23.1 **Conversion**

All monies received or held by the Security Agent or any Receiver under this deed may be converted into any other currency which the Security Agent considers necessary to discharge any obligations and liabilities comprised in the Secured Liabilities in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency or otherwise at a market rate of exchange then prevailing.

23.2 **No Discharge**

No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge any obligation or liability in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action in relation to the shortfall and shall be entitled to enforce the security constituted by this deed to recover that amount.

24. **MISCELLANEOUS**

24.1 **Invalidity of any Provision**

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

24.2 **Counterparts**

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

24.3 Failure to Execute

Failure by one or more parties ("**Non-Signatories**") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

24.4 Covenant to Release

Once all the Secured Liabilities have been paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Obligor, the Security Agent and each Secured Party shall, at the written request and cost of each Chargor, and without representation or warranty, take any action which is necessary to release (or re-assign) the Charged Property from the security constituted by this deed.

24.5 Acknowledgement of Security

The Chargors hereby acknowledge the security created by the Shareholder's Security Agreement dated on or about the date of this deed made between Arrow I Limited and the Security Agent.

25. GOVERNING LAW AND JURISDICTION

- (a) This deed and any non-contractual obligations, dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) or any non-contractual obligation out of or in connection with this deed (a "**Dispute**").
- (c) The parties to this deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

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

SCHEDULE 1**Chargors**

Name	Registered Number
Graduation Exeter and Cardiff (Jersey) Limited	122419
Mace Developments (Exeter) Limited	10600741
Graduation Exeter Management Limited	10627359
Mace Developments (Cardiff) Limited	09846987
Graduation Cardiff Management Limited	10723597
Graduation Exeter (Phase 2) Limited	11115650
Graduation Exeter Retail Management Limited	12267487
Graduation Cardiff Retail Management Limited	12267194

SCHEDULE 2**Real Property****Registered Land**

Property Owner	Address or description	Title No:
Graduation Exeter and Cardiff (Jersey) Limited	Land on the North West Side of Belgrave Road, Exeter EX1 2LB	DN683755
Graduation Exeter and Cardiff (Jersey) Limited	The West Wing, Glossop Road, Cardiff CF24 0JU	WA449104
Graduation Exeter (Phase 2) Limited	Land on the south side of Summerland Street, Exeter EX1 2LB	DN698231
Graduation Exeter (Phase 2) Limited	Land at Summerland Street, Exeter EX1 2LB as further described in the lease dated 26 March 2020 made between (1) Exeter City Council and (2) Graduation Exeter (Phase 2) Limited	DN725881
Graduation Cardiff Retail Management Limited	The land demised by the lease dated 7 May 2020 and made between (1) Graduation Cardiff Retail Management Limited as tenant and (2) Graduation Exeter and Cardiff (Jersey) Limited as landlord being Ground Floor, The West Wing, Glossop Road, Cardiff (CF24 0JU)	CYM801664
Graduation Cardiff Management Limited	The land demised by the lease dated 13 September 2019 and made between (1) Graduation Cardiff Management Limited as tenant and (2) Graduation Exeter and Cardiff (Jersey) Limited as landlord and being The West Wing, Glossop Road, Cardiff CF24 0JU	CYM801593
Graduation Exeter Retail Management Limited	The land demised by the lease dated 7 May 2020 and made between (1) Graduation Exeter Retail Management Limited as tenant and (2) Graduation Exeter and Cardiff (Jersey) Limited as landlord and being Land at Belgrave Road, Exeter (EX1 2LB)	DN726607
Graduation Exeter Management Limited	The land demised by the lease dated 7 May 2020 and made between (1) Graduation Exeter Management Limited as tenant and (2) Graduation Exeter and Cardiff (Jersey) Limited as landlord and being Student Accommodation, The Depot, Bampfylde Street, Exeter (EX1 2FW)	DN726606

Graduation Exeter Management Limited	Lower Ground Floor, Upper Ground Floor and Floors 1-6 (inclusive) of the building on the South Side of Summerland Street, Exeter as further described in the lease dated 26 January 2021 between (1) Graduation Exeter Management Limited as tenant; and (2) Graduation Exeter (Phase 2) Limited as landlord	DN732893 (pending registration at Land Registry)
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Unregistered Land

None at the date of this deed

SCHEDULE 3**Subsidiary Shares**

Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Graduation Exeter and Cardiff (Jersey) Limited	Mace Developments (Exeter) Limited	1 £1 Ordinary Share	N/A
Graduation Exeter and Cardiff (Jersey) Limited	Graduation Exeter Management Limited	1 £1 Ordinary Share	N/A
Graduation Exeter and Cardiff (Jersey) Limited	Mace Developments (Cardiff) Limited	1 £1 Ordinary Share	N/A
Graduation Exeter and Cardiff (Jersey) Limited	Graduation Cardiff Management Limited	1 £1 Ordinary Share	N/A
Graduation Exeter and Cardiff (Jersey) Limited	Graduation Exeter Retail Management Limited	1 £1 Ordinary Share	N/A
Graduation Exeter and Cardiff (Jersey) Limited	Graduation Cardiff Retail Management Limited	1 £1 Ordinary Share	N/A

SCHEDULE 4**Part 1****Blocked Accounts**

None at the date of this deed.

Part 2**Ordinary Accounts**

Name of Account	Chargor	Account Bank	Sort Code	Account Number
Opco General Account	Graduation Cardiff Management Limited	Barclays Bank plc (UK)	■■■■■	■■■■■
Opco General Account	Graduation Exeter Management Limited	Barclays Bank plc (UK)	■■■■■	■■■■■
Development Manager General Account	Mace Developments (Cardiff) Limited	Barclays Bank plc (UK)	■■■■■	■■■■■
Development Manager General Account	Mace Developments (Exeter) Limited	Barclays Bank plc (UK)	■■■■■	■■■■■
Borrower Two General Account	Graduation Exeter (Phase 2) Limited	Barclays Bank plc (UK)	■■■■■	■■■■■
Opco General Account	Graduation Exeter Retail Management Limited	Barclays Bank plc (UK)	■■■■■	■■■■■
Opco General Account	Graduation Cardiff Retail Management Limited	Barclays Bank plc (UK)	■■■■■	■■■■■
Borrower One General Account	Graduation Exeter and Cardiff (Jersey) Limited	Barclays Bank plc (UK)	■■■■■	■■■■■

SCHEDULE 5**Assigned Agreements and Other Agreements****Part 1 (Assigned Agreements)****Lease Documents**

Without prejudice to the generality of the definition of "Lease Documents":

Chargor	Lease Document
Graduation Exeter Retail Management Limited	Agreement for Lease dated 12 May 2020 and made between (1) Graduation Exeter Retail Management Limited as landlord and (2) Co-operative Group Food Limited as tenant
Graduation Exeter Retail Management Limited	Lease dated 21 October 2020 and made between (1) Graduation Exeter Retail Management Limited as landlord and (2) Co-operative Group Food Limited as tenant
Graduation Exeter and Cardiff (Jersey) Limited	Lease dated 7 May 2020 between (1) Graduation Cardiff Retail Management Limited as tenant and (2) Graduation Exeter and Cardiff (Jersey) Limited as landlord
Graduation Exeter and Cardiff (Jersey) Limited	Lease dated 13 September 2019 between (1) Graduation Cardiff Management Limited as tenant and (2) Graduation Exeter and Cardiff (Jersey) Limited as landlord
Graduation Exeter and Cardiff (Jersey) Limited	Lease dated 7 May 2020 between (1) Graduation Exeter Retail Management Limited as tenant and (2) Graduation Exeter and Cardiff (Jersey) Limited as landlord
Graduation Exeter and Cardiff (Jersey) Limited	Lease dated 7 May 2020 between (1) Graduation Exeter Management Limited as tenant and (2) Graduation Exeter and Cardiff (Jersey) Limited as landlord
Graduation Exeter (Phase 2) Limited	Lease dated 26 January 2021 between (1) Graduation Exeter Management Limited as tenant and (2) Graduation Exeter (Phase 2) Limited as landlord
Graduation Exeter Retail Management Limited	Lease dated 11 February 2021 between (1) Graduation Exeter Retail Management Limited as landlord and (2) The Secretary of State for Housing, Communities and Local Government as tenant.

Other Assigned Agreements

Form TR1 transferring the property known as 1/10 Glossop Terrace, Cardiff with title number WA449104 from Graduation Cardiff (Jersey) Limited to Graduation Exeter and Cardiff (Jersey) Limited.

Part 2 (Hedging Agreements)

None as at the date of this Deed.

SCHEDULE 6**Insurance Policies**

Chargor(s)	Insurer(s)	Insurance policy description	Insurance policy number
Graduation Exeter and Cardiff (Jersey) Limited	ERGO Versicherung AG, UK Branch	Right of Light	EROL 0020077CV
Graduation Exeter and Cardiff (Jersey) Limited	ERGO Versicherung AG, UK Branch	Right of Light	EROL 0020306CV
Graduation Exeter and Cardiff (Jersey) Limited and Graduation Exeter (Phase 2) Limited	Chubb European Group SE, Royal & Sun Alliance Insurance plc, Aviva Insurance Limited	"All Risks" for Property Damage, Business Interruption & Terrorism	UKPKND22928, RTT324135, 25256416 CPO

SCHEDULE 7

Forms of notice to counterparties

Part 1

Form of notice to counterparties of Assigned Agreements/Hedging Agreements/Development Documents (other than occupational tenants)

To: **[insert name and address of counterparty]**

Dated: ●

Dear Sirs

Re: [here identify the relevant Assigned Agreement/Hedging Agreement/Development Documents] (the "Agreement")

We notify you that **[insert name of Chargor]** (the "**Chargor**") has [assigned/secured by way of fixed charge] to Massachusetts Mutual Life Insurance Company (the "**Security Agent**") for the benefit of itself and certain other parties (the "**Secured Parties**") all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor and others to the Secured Parties.

We further notify you that:

1. the Chargor may not amend or terminate the Agreement without the prior written consent of the Security Agent;
2. **[Hedging Agreements and Assigned Agreements notice only]** you may continue to deal with the Chargor in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter, the Chargor will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Agreement to the Security Agent on request;
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Chargor is entitled under the Agreement direct to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) [other than in respect of a notice dated [●] from the Chargor giving notice that it has [assigned/secured by way of fixed charge] to Massachusetts Mutual Life

Insurance Company (for the benefit of itself and certain other parties) all its rights, title and interest in the Agreement,]¹ you have not received notice that the Chargor has assigned or charged its rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party;

- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Agreement; and
- (d) [**Hedging Agreements notice only**] the Security Agent shall not be liable for the performance of any Chargor's obligations under any Hedging Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

.....
Name:
for and on behalf of
[**insert name of Chargor**]

[**On acknowledgement copy**]

To: Massachusetts Mutual Life Insurance Company, [Lender Address]

Copy to: [**insert name and address of Chargor**]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....
Name:
for and on behalf of
[**insert name of Counterparty**]

Dated: ●

¹ To be included if Chargor is party to the 2017 Debenture and/or the 2020 Debenture and notice has been delivered thereunder,

Part 2 - Form of notice to occupational tenants

To: **[insert name and address of occupational tenant]**

Dated: ●

Dear Sirs,

[Identify relevant Property address] (the "**Property**")
[Occupational Lease]/[Agreement for Lease] dated **[date]** between **[name of relevant Chargor]**
(the "**Landlord**") and **[name of tenant]** (the "**Lease Document**")

We notify you that **[insert name of Chargor]** as Landlord has assigned to Massachusetts Mutual Life Insurance Company (the "**Security Agent**") for the benefit of itself and certain other parties (the "**Secured Parties**") all its right, title and interest in the Lease Document (including to the rent and other payments due from you under the Lease Document ("**Tenant Payments**")) as security for certain obligations owed by the Landlord and others to the Secured Parties.

We further notify you that:

1. the Landlord may not agree to terminate or to make any amendment other than typographical (or other minor amendments) to the Lease Document without the prior written consent of the Security Agent;
2. you may continue to deal with the Landlord or the property manager (if any) in relation to the Lease Document (and Tenant Payments) until you receive written notice to the contrary from the Security Agent. Thereafter the Landlord will cease to have any right to deal with you in relation to the Lease Document (and Tenant Payments) and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Tenant Payments and/or the Lease Document to the Security Agent or the property manager (if any) on request;
4. after receipt of written notice in accordance with paragraph 2 above, you must pay Tenant Payments direct to the Security Agent (and not to the Landlord) or to an account specified by the Security Agent;
5. at all times, the Landlord will remain liable to perform its obligations under the Lease Document; the Security Agent has not obligations thereunder; and
6. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Landlord) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions until you receive notice from the Security Agent to the contrary;
- (b) [other than in respect of a notice dated [●] from the Chargor giving notice that it has assigned to Massachusetts Mutual Life Insurance Company (for the benefit of itself and certain other parties) all its rights, title and interest in the Agreement,]² you have not received notice that the Landlord has assigned its rights and interest under the Lease Document and/or the Tenant Payments to a third party or created

² To be included if Chargor is party to the 2017 Debenture and/or the 2020 Debenture and notice has been delivered thereunder.

any other interest (whether by way of security or otherwise) in the Lease Document and/or the Tenant Payments in favour of a third party; and

- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Landlord any right of set-off, counter-claim or other right relating to the Lease Document and/or the Tenant Payments.

The provisions of this notice are governed by English law.

Yours faithfully

.....
for and on behalf of
[insert name of Chargor]

[On acknowledgement copy]

To: Massachusetts Mutual Life Insurance Company

Copy to: **[insert name and address of Chargor]**

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....
for and on behalf of
[insert name of occupational tenant]

Part 3 - Form of notice to insurers

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

Dated: ●

Dear Sirs

Re: [here identify the relevant insurance policy(ies)] (the "Policies")

We notify you that **[insert name of Chargor]** (the "**Chargor**") has assigned to Massachusetts Mutual Life Insurance Company (the "**Security Agent**") for the benefit of itself and certain other parties (the "**Secured Parties**") all its right, title and interest in the benefits arising under the Policies (including rights of recovery and proceeds) as security for certain obligations owed by the Chargor and others to the Secured Parties. The Chargor remains the insured person under the Policies.

We further notify you that:

1. the Chargor may not amend in any material way or terminate the Policies without the prior written consent of the Security Agent;
2. you may continue to deal with the Chargor in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter, the Chargor will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Policies to the Security Agent on request; and
4. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) the Security Agent is named as composite insured under each of the Policies but without any liability on the part of the Security Agent or any other Secured Party for any premium in relation to those Policies;
- (c) you will pay:
 - (i) any amounts representing rental income or business interruption for a expired period direct to [Account Number [●] Sort Code: [●]] or such other account as the Security Agent agrees in writing;
 - (ii) any amounts representing rental income or business interruption for a future period direct to [Account Number [●] Sort Code: [●]] or such other account as the Security Agent agrees in writing;
 - (iii) (subject to (i) and (ii) above):
 - (A) any monies which are to be paid direct to the Chargor [in relation to any claim under the Policies where the monies paid are in excess of £[●] per claim or £[●] in any one calendar year] direct to [Account

Number [●] Sort Code: [●] or such other account as the Security Agent agrees in writing; and

- (B) [all monies relating to claims under the Policies where the monies paid are below these thresholds direct to [Account Number [●] Sort Code: [●]] or such other account as the Security Agent dictates in writing.],

or following receipt of notice pursuant to paragraph 2 above, such other account as the Security Agent agrees in writing.

- (d) you confirm that each Policy contains a clause whereby it shall not be vitiated or avoided or rendered void or unenforceable as against the Security Agent in the event or as a result of any misrepresentation, act or neglect or failure to make any disclosure on the part of any insured party or any Finance Party and that there is no condition, duty or obligation in any of the Policies requiring the Security Agent as composite insured to notify the insurers of any vitiating act;
- (e) you will not cancel or otherwise allow any Policy to lapse without giving the Security Agent at least 30 days' written notice and the opportunity to pay any missed premium payments, within that notice period;
- (f) [other than in respect of a notice dated [●] from the Chargor giving notice that it has assigned to Massachusetts Mutual Life Insurance Company (for the benefit of itself and certain other parties) all its rights, title and interest in the Agreement,]³ you have not received notice that the Chargor has assigned or charged its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and
- (g) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Policies.

The provisions of this notice are governed by English law.

Yours faithfully

.....

Name:

for and on behalf of

[insert name of Chargor]

[On acknowledgement copy]

To: Massachusetts Mutual Life Insurance Company, [Lender Address]

³ To be included if Chargor is party to the 2017 Debenture and/or the 2020 Debenture and notice has been delivered thereunder

Copy to: **[insert name and address of Chargor]**

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (f) above.

.....
Name:
for and on behalf of
[insert name of insurance company]

Dated: ●

SCHEDULE 8**Form of notice to Account Banks**

To: **[insert name and address of Account Bank]** (the "**Account Bank**")

Dated: ●

Dear Sirs

Re: The ● Group of Companies - Security over Bank Accounts

We notify you that the companies identified in the schedule to this notice (the "**Customers**") have charged in favour of Massachusetts Mutual Life Insurance Company (the "**Security Agent**") for the benefit of itself and certain other parties all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice (the "**Charged Accounts**") and to all interest (if any) accruing on the Charged Accounts.

1. We irrevocably authorise and instruct you:
 - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
 - (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide.
2. We also advise you that:
 - (a) the Security Agent will have sole signing rights to the Blocked Accounts and therefore the Customers may not withdraw any monies from the Charged Accounts designated as "Blocked" in the schedule below without first having obtained the prior written consent of the Security Agent;
 - (b) by counter-signing this notice the Security Agent confirms that the Customers may make withdrawals from the Charged Accounts designated as "Not blocked" in the schedule below until such time as the Security Agent shall notify you in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Agent in its absolute discretion at any time; and
 - (c) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.
3. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to Graduation Exeter and Cardiff (Jersey) Limited, acting as agent for the Customers) by way of your confirmation that:
 - (a) you agree to act in accordance with the provisions of this notice;
 - (b) you have not received notice that any Customer has assigned or charged its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;
 - (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged

Accounts, except for the netting of credit and debit balances between Chargors pursuant to current account netting arrangements previously approved in writing by the Security Agent; and

- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against any Customer, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

Schedule

Customer	Account Number	Sort Code	Status
●	●	●	[Blocked][Not blocked]

Yours faithfully,

.....
Name:
for and on behalf of
[• *the Obligors' Agent*]
as agent for and on behalf of
all of the Customers

Counter-signed by

.....
Name:
for and on behalf of
Massachusetts Mutual Life Insurance Company

[***On acknowledgement copy***]

To: Massachusetts Mutual Life Insurance Company, [Lender Address]

Copy to: [• *the Obligors' Agent*]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above.

.....
Name:
for and on behalf of
[***Insert name of Account Bank***]

Dated: ●

SCHEDULE 9

Form of Security Accession Deed

**[THIS INSTRUMENT MUST BE REGISTERED AT THE COMPANIES REGISTRY
CONSIDER OTHER NECESSARY FILINGS]**

THIS SECURITY ACCESSION DEED is made on ●

BETWEEN:

- (1) ● (a company incorporated in [●] with registered number ●) (the "**New Chargor**");
- (2) **GRADUATION EXETER AND CARDIFF (JERSEY) LIMITED** (a company incorporated in Jersey with registered number 122419) (the "**Obligors' Agent**") for itself and as agent for and on behalf of each of the existing Chargors; and
- (3) **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a debenture dated ● between, inter alia, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed.

1.2 Construction

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to Pay

[Subject to any limits on its liability specifically recorded in the Finance Documents,] the New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Liabilities when they fall due for payment.

2.3 Fixed Charges

The New Chargor, as security for the payment and discharge of the Secured Liabilities, charges in favour of the Security Agent with full title guarantee all of its right, title and

interest in the following assets (including as listed in the schedules), both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Property; and
- (b) by way of first fixed charge:
 - (i) all other interests (not effectively charged under clause 2.3(a)) in any Property;
 - (ii) any Headlease;
 - (iii) all Subsidiary Shares;
 - (iv) all Equipment;
 - (v) all Book Debts;
 - (vi) all Blocked Accounts;
 - (vii) all Ordinary Accounts;;
 - (viii) all Intellectual Property;
 - (ix) its goodwill and uncalled capital;
 - (x) the Obligor Collateral Warranties;
 - (xi) the Development Documents;
 - (xii) any Construction Contract;
 - (xiii) any Nomination Agreement;
 - (xiv) any documents appointing a Managing Agent or a Development Manager in respect of a Property;
 - (xv) to the extent not effectively assigned by clause 2.4 (Security Assignment):
 - (A) the Lease Documents;
 - (B) all Rental Income;
 - (C) the Subordinated Debt Agreements;
 - (D) the Hedging Agreements;
 - (E) the Transfer Documents;
 - (F) the other Assigned Agreements; and
 - (G) the Insurances.

2.4 **Security Assignment**

As further security for the payment and discharge of the Secured Liabilities, the New Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, with full title guarantee in favour of the Security Agent all its right, title and interest in the following

assets both present and future (including as listed in the schedules) and, in each case, all Related Rights:

- (a) the Lease Documents;
- (b) all Rental Income;
- (c) the Subordinated Debt Agreements;
- (d) the Hedging Agreements;
- (e) the other Assigned Agreements; and
- (f) the Insurances,

provided that on payment or discharge in full of the Secured Liabilities the Security Agent will at the written request and cost of the New Chargor re-assign without any representation or warranty the relevant rights, title and interest in the assigned assets to the New Chargor (or as it shall direct).

2.5 **Fixed Security**

Clause 2.3 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

2.6 **Floating Charge**

As further security for the payment and discharge of the Secured Liabilities, the New Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and, in each case, all Related Rights.

3. **INCORPORATION INTO DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. **NOTICES**

The New Chargor confirms that its address details for notices in relation to clause [35] (Notices) of the [Debenture][Facility Agreement] are as follows:

Address: [●]
 Facsimile: [●]
 Attention: [●]

5. **LAW**

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

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

SCHEDULE 1

Details of Freehold and Leasehold Property

SCHEDULE 2

Subsidiary Shares

SCHEDULE 3

Blocked Accounts

Ordinary Accounts

SCHEDULE 4

Assigned Agreements and Other Agreements

SCHEDULE 5

Insurance Policies

SCHEDULE 6

Intellectual Property

SCHEDULE 7

Equipment

SIGNATORIES TO DEED OF ACCESSION

[As necessary]

SCHEDULE 10

Form of Deed of Covenant

DATED

(1) EXETER CITY COUNCIL

- and -

(2) *[Disponee]*

DEED OF COVENANT

relating to

an overage agreement dated 27 March 2018 made between (1) Exeter City Council and (2) Graduation Exeter (Phase 2) Limited and relating to land known as land at Summerland Street, Exeter

THIS DEED OF COVENANT is made on

PARTIES

- 1 [] [(company number) whose registered office is at] [of]
("Covenantor") ; and
- 2 Exeter City Council of Civic Centre, Paris Street, Exeter EX1 1JJ
("Covenantee")

BACKGROUND

- A The Covenantor is a person to whom a Disposal is being made for the purposes of the Original Agreement.
- B The Original Agreement requires the Covenantor to enter into this deed of covenant on or before completion of the Disposal.
- C The Covenantor has agreed to comply with the terms of the Original Agreement as if it were Buyer named in that Original Agreement and to enter into this deed of covenant.

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 In this deed of covenant, the following words and expressions have the following meanings:

"Original Agreement" means an overage agreement dated 27 March 2018 made between (1) Exeter City Council and (2) Graduation Exeter (Phase 2) Limited and relating to land known as Phase 2, Exeter; and

"Buyer Obligations" means the obligations and restrictions on the part of the buyer contained in the Original Agreement.
- 1.2 Words and expressions defined in the Original Agreement have the same meanings in this deed of covenant unless an alternative meaning is given in this deed of covenant when the alternative meaning will apply.

2. COVENANTOR'S OBLIGATIONS

- 2.1 The Covenantor covenants with the Covenantee to comply with the Buyer Obligations as if the Buyer Obligations were set out in full in this deed of covenant and references to the "Buyer" in the Original Agreement were references to the Covenantor.
- 2.2 The Covenantor will with 10 Working Days of completion of the Disposal notify the Covenantee that completion has taken place and deliver the original Deed of Covenant to the Covenantee.

3. [RESTRICTION -to be included where the Disposal is a transfer of the Lease

The Covenantor shall apply for the entry of the following restriction against the Covenantor's title to the Property at HM Land Registry simultaneously with the registration of the documents giving effect to the Disposal and shall procure that the restriction has priority to any mortgage or charge entered into by the Covenantor:

"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 Exeter City Council of Civic Centre, Paris Street, Exeter EX1 1JJ or their conveyancer that the provisions of clause 7.1 of an Agreement dated [] 2018 and made between (1) Exeter City Council and (2) Graduation Exeter (Phase 2) Limited have been complied with or that they do not apply." (Land Registry Form L)]

4. EXECUTION

The Covenantor has executed this deed of covenant as a deed and it is delivered on the date set out above.

[COVENANTOR EXECUTION CLAUSE]

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SIGNATORIES TO DEBENTURE

Chargors

Executed as a deed by)
GRADUATION EXETER AND CARDIFF)
(JERSEY) LIMITED a company)
incorporated in Jersey acting by)
Lukas Gradischnig and William Westbrook,)
in accordance with the laws of that)
territory, are acting under the authority of)
the company

Signature in the name of the company

**GRADUATION EXETER AND CARDIFF
(JERSEY) LIMITED**

DocuSigned by:



B57CC985F14A4BF...

Lukas Gradischnig

Signature of authorised signatory

Name of authorised signatory

Signature of authorised signatory

Name of authorised signatory

DocuSigned by:



E339C3456D574F0...


William Westbrook

Notice Details

Address: c/o Alter Domus (UK) Limited, 18 St. Swithin's Lane, London, EC4N 8AD, United Kingdom
Fax: 0207 434 6401
Attention: Jack Stevens
Email: jstevens@aresmgmt.com and lgradischnig@aresmgmt.com

Executed as a deed by)
MACE DEVELOPMENTS (EXETER))
LIMITED acting by two directors:)
)

Signature of director


DocuSigned by:


B57CC985F14A4BF...

Name of director

Lukas Gradischnig

Signature of director

DocuSigned by:


E339C3456D574F0...

Name of director


William Westbrook

Notice Details

Address: c/o Alter Domus (UK) Limited, 18 St. Swithin's Lane, London, EC4N 8AD, United Kingdom
Fax: 0207 434 6401
Attention: Jack Stevens
Email: jstevens@aresmgmt.com and lgradischnig@aresmgmt.com

Executed as a deed by)
GRADUATION EXETER MANAGEMENT)
LIMITED acting by two directors:)
)

Signature of director


DocuSigned by:


B57CC985F14A4BF...

Name of director

Lukas Gradischnig

Signature of director

DocuSigned by:


E339C3456D574F0...

Name of director

William Westbrook

Notice Details

Address: c/o Alter Domus (UK) Limited, 18 St. Swithin's Lane, London, EC4N 8AD, United Kingdom
Fax: 0207 434 6401
Attention: Jack Stevens
Email: jstevens@aresmgmt.com and lgradischnig@aresmgmt.com

Executed as a deed by)
MACE DEVELOPMENTS (CARDIFF))
LIMITED acting by two directors:)
)

Signature of director

DocuSigned by:
[Redacted Signature]

B57CC985F14A4BF...

Lukas Gradischnig

Name of director

Signature of director

DocuSigned by:
[Redacted Signature]

E339C3456D574F0...

William Westbrook

Name of director

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Fax: 0207 434 6401
Attention: Jack Stevens
Email: jstevens@aresmgmt.com and lgradischnig@aresmgmt.com

Executed as a deed by)
GRADUATION CARDIFF MANAGEMENT)
LIMITED acting by two directors:)
)

Signature of director

DocuSigned by:
[Redacted Signature]

B57CC985F14A4BF...

Name of director

Lukas Gradischnig

Signature of director

DocuSigned by:
[Redacted Signature]

E339C3456D574F0...

Name of director


William Westbrook

Notice Details

Address: c/o Alter Domus (UK) Limited, 18 St. Swithin's Lane, London, EC4N 8AD, United Kingdom
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Attention: Jack Stevens
Email: jstevens@aresmgmt.com and lgradischnig@aresmgmt.com

Executed as a deed by)
GRADUATION EXETER (PHASE 2))
LIMITED acting by two directors:)
)

Signature of director


DocuSigned by:


B57CC985F14A4BF...

Name of director

Lukas Gradischnig

Signature of director

DocuSigned by:


E339C3456D574F0...


Name of director

William Westbrook

Notice Details

Address: c/o Alter Domus (UK) Limited, 18 St. Swithin's Lane, London, EC4N 8AD, United Kingdom
Fax: 0207 434 6401
Attention: Jack Stevens
Email: jstevens@aresmgmt.com and lgradischnig@aresmgmt.com

Executed as a deed by)
GRADUATION EXETER RETAIL)
MANAGEMENT LIMITED acting by two)
directors:)

Signature of director 
B57CC985F14A4BF...

Name of director Lukas Gradischnig

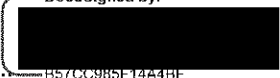
Signature of director 
E339C3456D574F0...

Name of director William Westbrook

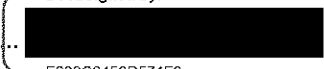
Notice Details

Address: c/o Alter Domus (UK) Limited, 18 St. Swithin's Lane, London, EC4N 8AD, United Kingdom
Fax: 0207 434 6401
Attention: Jack Stevens
Email: jstevens@aresmgmt.com and lgradischnig@aresmgmt.com

Executed as a deed by)
GRADUATION CARDIFF RETAIL)
MANAGEMENT LIMITED acting by two)
directors:)

Signature of director 
B57CC985F14A4BF...

Name of director Lukas Gradischnig

Signature of director 
E339C3456D574F0...

Name of director William Westbrook

Notice Details

Address: c/o Alter Domus (UK) Limited, 18 St. Swithin's Lane, London, EC4N 8AD, United Kingdom
Fax: 0207 434 6401
Attention: Jack Stevens
Email: jstevens@aresmgmt.com and lgradischnig@aresmgmt.com

Security Agent

Executed as a deed by)
MASSACHUSETTS MUTUAL LIFE)
INSURANCE COMPANY, a company)
incorporated in the state of Massachusetts,)
United States of America, acting by
BARINGS LLC who, in accordance with
the laws of that territory, is acting under
the authority of the company

BARINGS LLC is incorporated in the state
of Massachusetts, United States of America
and is acting by
_____ who, in
accordance with the laws of that territory,
is acting under the authority of **BARINGS**
LLC

Signature in the name of
MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY

Signature in the name of **BARINGS LLC**

MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY

Authorised Signatory of **BARINGS LLC**

BARINGS LLC

BY:

Name:
Title:

Address: C/o Barings LLC, One Financial Plaza, Hartford, Connecticut 06103, USA

Attention: Loan Servicing Head with a copy to: Barings LLC, One Financial Plaza, Hartford,
Connecticut 06103, USA (Attention: Legal Department)

Fax: N/A