



Registration of a Charge

Company name: **TH DM NORTH ISLAND LIMITED**

Company number: **11668506**



X96DHEAX

Received for Electronic Filing: **02/06/2020**

Details of Charge

Date of creation: **29/05/2020**

Charge code: **1166 8506 0001**

Persons entitled: **TALOS CAPITAL DESIGNATED ACTIVITY COMPANY**

Brief description: **ALL RIGHTS, TITLE AND INTEREST FROM TIME TO TIME IN AND TO ALL PATENTS, TRADEMARKS, SERVICE MARKS, DESIGNS, BUSINESS AND TRADE NAMES, COPYRIGHTS, DESIGN RIGHTS, MORAL RIGHTS, INVENTIONS, CONFIDENTIAL INFORMATION, KNOW-HOW AND OTHER INTELLECTUAL PROPERTY RIGHTS AND INTERESTS TO WHICH IT IS ENTITLED, WHETHER REGISTERED OR UNREGISTERED, THE BENEFIT OF ALL APPLICATIONS AND ITS RIGHTS TO USE SUCH ASSETS AND ALL RELATED RIGHTS.**

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: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11668506

Charge code: 1166 8506 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th May 2020 and created by TH DM NORTH ISLAND LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd June 2020 .

Given at Companies House, Cardiff on 3rd June 2020

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

EXECUTION VERSION

(DATED 29th May 2020

THE PERSONS LISTED IN SCHEDULE 1

AS CHARGORS

IN FAVOUR OF

TALOS CAPITAL DESIGNATED ACTIVITY COMPANY

AS THE SECURITY AGENT

SECURITY AGREEMENT
RELATING TO
THE FACILITIES AGREEMENT
IN RELATION TO THE DEVELOPMENT OF
ASHLEY ROAD WEST, ASHLEY ROAD EAST AND
NORTH ISLAND AT TOTTENHAM HALE, LONDON

WE HEREBY CERTIFY THIS TO
BE A TRUE COPY OF THE
ORIGINAL SIGNED CLIFFORD
CHANCE LLP.
CLIFFORD CHANCE LLP
10 UPPER BANK STREET
LONDON
E14 5JJ.

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THIS AGREEMENT is made by way of deed on 29th May 2020 by:

- (1) **THE PERSONS** listed in Schedule 1 (*Chargors*) (each a "**Chargor**") in favour of:
- (2) **TALOS CAPITAL DESIGNATED ACTIVITY COMPANY** as security trustee for each of the Secured Parties (the "**Security Agent**").

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Agreement:

"Facilities Agreement" means the facilities agreement dated 31 December 2019 between, amongst others, the Parents, the Issuers, the Guarantors, the Arranger, the Original Noteholder, the Agent and the Security Agent (each as defined in that agreement as amended, varied, novated or supplemented from time to time).

"Indebtedness" means:

- (a) all Subordinated Debt owed to any Chargor; and
- (b) any other sum or other indebtedness from time to time owed or payable to any Chargor.

"Inter-company Loan Agreement" means any loan, loan agreement, extension of credit or other debt instrument or arrangement, whether documented or undocumented, in each case, governed by the laws of England and Wales (whether contractually or otherwise), pursuant to which a Chargor has provided debt to any Transaction Obligor or any other person.

"Investment" means all Shares, securities, certificates of deposit and other investments, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held directly by or to the order of any Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system).

"Mortgaged Property" means the freehold and leasehold property specified in Schedule 2 (*Mortgaged Property*).

"Notices of Security" means a notice of security in substantially the form set out in Schedule 4 (*Leases*), Schedule 5 (*Insurances*), Schedule 6 (*Accounts*), Schedule 7 (*Indebtedness*) and Schedule 8 (*Relevant Contracts*) or in such form as may be specified by the Security Agent.

"Real Property" means (including as provided in Clause 1.5 (*Real Property*)), the Mortgaged Property and any present or future freehold or leasehold or immoveable property and any other interest in land or buildings and all rights relating thereto in which any Chargor has an interest.

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Security Assets and that term will include any appointee made under a joint or several appointment.

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

- (a) the proceeds of sale or rental of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Relevant Contract" means:

- (a) an appointment of a Managing Agent;
- (b) an agreement relating to the purchase or disposal of any Real Property;
- (c) the Construction Agreement;
- (d) a Headlease;
- (e) the Ashley Road East Agreement for Lease;
- (f) the Ashley Road West Agreement for Lease;
- (g) the North Island Agreement for Lease;
- (h) the Intra-Group Infrastructure Works Agreement;
- (i) each Issuer Collateral Warranty; and
- (j) following an Event of Default which is continuing, any other contract or other agreement to which a Chargor is a party which is designated a Relevant Contract by the Security Agent.

"Relevant Share" means each Chargor's interest in and to any Share listed in Schedule 3 (*Relevant Shares*) and all of any Chargor's present and future Shares in any member of the Group from time to time, held by, or to the order, or on behalf of each Chargor.

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally or in any other capacity whatsoever and whether originally incurred by an Obligor or another Transaction Obligor or by some other person) of each Obligor and each other Transaction Obligor to any Secured Party under each Finance Document.

"Secured Party" means the Security Agent, the Agent, each Noteholder and the Arranger from time to time party to the Facilities Agreement and any Receiver or Delegate.

"Security Assets" means each of the assets and undertaking of each Chargor which from time to time are, or are expressed to be, the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to this Agreement.

"Security Period" means the period beginning on the date of this Agreement and ending on the date on which the Security Agent is satisfied (acting reasonably) that the Secured Liabilities have been irrevocably and unconditionally paid or discharged in full and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to any Chargor or any other person under any of the Finance Documents.

"Share" means any stock, share, debenture or other security.

"Supplemental Mortgage" means a charge by way of legal mortgage granted by a Chargor in favour of, and in a form approved of by, the Security Agent.

1.2 Terms defined in other Finance Documents

Unless defined in this Agreement, or the context otherwise requires, a term defined in the Facilities Agreement or in any other Finance Document has the same meaning in this Agreement or any notice given under or in connection with this Agreement, as if all references in those defined terms to the Facilities Agreement or other Finance Document were a reference to this Agreement or that notice.

1.3 Construction

Clauses 1.2 (*Construction*) and 1.4 (*Currency symbols and definitions*) of the Facilities Agreement will apply as if incorporated in this Agreement or in any notice given under or in connection with this Agreement, and as if all references in that Clause to the Facilities Agreement were a reference to this Agreement or that notice.

1.4 Application of provisions in Facilities Agreement

Clauses 1.5 (*Third party rights*) and 36 (*Notices*) of the Facilities Agreement are deemed to form part of this Agreement as if expressly incorporated into it and as if all references in those clauses to the Facilities Agreement were references to this Agreement.

1.5 Real Property

A reference in this Agreement to a mortgage, assignment or charge of any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.

1.6 Present and future assets

- (a) A reference in this Agreement to any Mortgaged Property, Security Asset or other asset includes, unless the contrary intention appears, present and future Mortgaged Property, Security Assets and other assets.
- (b) The absence of or incomplete details of any Security Assets in any Schedule shall not affect the validity or enforceability of any Security under this Agreement.

1.7 Disposition of Property

The terms of the Facilities Agreement and each other Finance Document and of any side letters between the Parties in relation to the Finance Documents are incorporated into this Agreement and each other Finance Document to the extent required for any purported disposition, or any agreement for this disposition, of any Real Property contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.8 Fixed Security

Clauses 4.1 (*Land*) to 4.8 (*Miscellaneous*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment by way of security over each relevant asset within any particular class of assets defined under this Agreement and the failure to create an effective mortgage, fixed charge or assignment by way of security (whether arising out of this Agreement or any act or omission by any party) on any one asset shall not affect the nature of any mortgage, fixed charge or assignment imposed on any other asset whether within that same class of assets or not.

1.9 No obligation

The Security Agent shall not be under any obligation in relation to the Security Assets as a consequence of this Agreement and each Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Security Assets.

2. COVENANT TO PAY

Each Chargor covenants with the Security Agent (as trustee for the Secured Parties) that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Liabilities in full in accordance with their respective terms.

3. COMMON PROVISIONS

All the Security constituted by or pursuant to this Agreement is:

- (a) created with full title guarantee;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Agreement and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Secured Liabilities.

4. **FIXED SECURITY**

4.1 **Land**

Each Chargor listed in the column titled "Chargor Name" in Schedule 2 (*Mortgaged Property*) charges:

- (a) by way of first legal mortgage, the relevant Mortgaged Property listed opposite its name in Schedule 2 (*Mortgaged Property*); and
- (b) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to (a) above), by way of first fixed charge, all of its rights, title and interest from time to time in and to the Real Property and all Related Rights.

4.2 **Investments**

- (a) Each Chargor charges by way of first fixed charge, all of its rights, title and interest from time to time in and to the Relevant Shares listed under its name in Schedule 3 (*Relevant Shares*) and all dividends, interest and other moneys payable in respect of the Relevant Shares (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise) and all other Related Rights.
- (b) Each Chargor charges by way of first fixed charge, all of its rights, title and interest from time to time in and to the Investments to the extent not charged pursuant to (a) above and all Related Rights.
- (c) TH Propco ARE Limited charges by way of first fixed charge all of its membership interests from time to time in TH ARE Manco Limited, a private limited company limited by guarantee, registered in England and Wales with company number 11833008, together with all Related Rights.
- (d) TH Propco ARW Limited charges by way of first fixed charge all of its membership interests from time to time in TH ARW Manco Limited, a private limited company limited by guarantee, registered in England and Wales with company number 12306609, together with all Related Rights.
- (e) TH Propco NI Limited charges by way of first fixed charge all of its membership interests from time to time in TH NI Manco Limited, a private limited company limited by guarantee, registered in England and Wales with company number 12306539, together with all Related Rights.

4.3 **Plant and machinery**

Each Chargor charges by way of first fixed charge, all of its rights, title and interest from time to time in and to all plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of any Chargor's stock in trade or work in progress) and all Related Rights.

4.4 **Credit balances**

- (a) Each Chargor assigns and agrees to assign absolutely all of its rights, title and interest from time to time in and to each Account other than each Issuer General Account, each Devco General Account and the TH Investment Account, any amount standing to the credit of any such Account and the debt represented by it and all other Related Rights.
- (b) Each Chargor charges by way of first fixed charge, all of its rights, title and interest from time to time in and to each Issuer General Account, each Devco General Account and the TH Investment Account, and the debt represented by it and all Related Rights.
- (c) Each Chargor charges (to the extent not validly and effectively assigned pursuant to (a) above) by way of first fixed charge, all of its rights, title and interest from time to time in and to each of its accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt represented by it and all other Related Rights.

4.5 **Rental Income, Indebtedness and book debts**

- (a) Each Chargor assigns and agrees to assign absolutely all of its rights, title and interest from time to time in and to any Rental Income and any guarantee of Rental Income contained in any Lease Document and any Disposal Proceeds and all Related Rights.
- (b) Each Chargor assigns and agrees to assign absolutely all of its rights, title and interest from time to time in and to all Indebtedness and all Related Rights.
- (c) Each Chargor charges (to the extent not validly and effectively assigned pursuant to (a) or (b) above) by way of first fixed charge, all of its rights, title and interest from time to time in and to all book and other debts and monetary claims and all Related Rights.

4.6 **Insurances**

- (a) Each Chargor assigns and agrees to assign absolutely all of its rights, title and interest from time to time in and to all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it may have an interest and all other Related Rights (together, the "**Insurance Rights**").
- (b) Each Chargor charges (to the extent not validly and effectively assigned pursuant to (a) above) by way of first fixed charge, the Insurance Rights and all Related Rights.

4.7 **Other contracts**

- (a) Each Chargor assigns and agrees to assign absolutely all of its rights, title and interest from time to time in and to any Lease Document and all Related Rights.

- (b) Each Chargor assigns and agrees to assign absolutely all of its rights, title and interest from time to time in and to each Relevant Contract and all Related Rights.
- (c) Each Chargor charges by way of first fixed charge all of its rights, title and interest from time to time in and to each Development Document and each Issuer Collateral Warranty and all Related Rights.
- (d) Each Chargor charges (to the extent not validly and effectively assigned pursuant to this Clause 4) by way of first fixed charge, all of its rights, title and interest from time to time in and to any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting it in respect of the Real Property and all Related Rights.

4.8 **Miscellaneous**

- (a) Each Chargor charges by way of first fixed charge, all of its rights, title and interest from time to time in and to all patents, trademarks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights.
- (b) Each Chargor charges by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets and all Related Rights:
 - (i) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset and the right to recover and receive compensation in respect thereof;
 - (ii) goodwill and rights and claims in relation to its uncalled share capital; and
 - (iii) all rights to recover any VAT on any supplies made to it relating to the Security Assets and any sums so recovered.

5. **MEMBERSHIP INTERESTS**

- (a) In respect of the membership interests in each Manco, each Chargor will provide such information, give such instructions and enter into such documents as the Security Agent may reasonably require to perfect the security created by this Agreement over such membership interests.
- (b) Each Chargor must on the date of this Agreement, or in respect of any membership interests in each Manco acquired by it after the date of this Agreement, as soon as reasonably practicable following the acquisition of that membership interest deposit with the Security Agent, or as the Security Agent may direct, all membership interest certificates (where applicable) and other

applicable documents of title to or evidence of membership interests in each Manco in relation to the relevant Chargor only and (in respect of any membership interests in each Manco acquired by it after the date of this Agreement) any instruments of nomination (as applicable) and membership application(s) (as applicable) in respect of the membership interests of each Manco executed in blank and left undated.

- (c) If a Chargor acquires membership interests in each Manco, after the date of this Agreement, the provisions of this Clause 5 shall apply to such membership interests.
- (d) Following an Event of Default which is continuing, if the Security Agent, its nominee and/or any Receiver or delegate so requests, each Chargor with a membership interest in each Manco shall:
 - (i) take such steps as are within its power to withdraw from membership of each Manco; and
 - (ii) appoint or procure the appointment of the Security Agent, its nominee and/or any Receiver or delegate as its successor.
- (e) After the Security created by or pursuant to this Agreement has become enforceable, the Security Agent may exercise (in the name of any Chargor and without any further consent or authority on the part of the relevant Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any membership interest in each Manco.

6. FLOATING CHARGE

6.1 Floating charge

- (a) Each Chargor charges, by way of first floating charge, all present and future assets and undertaking of that Chargor.
- (b) The floating charge created by paragraph (a) above shall be deferred in point of priority to all fixed Security validly and effectively created by that Chargor under the Finance Documents in favour of the Security Agent (as trustee for the Secured Parties) as security for the Secured Liabilities.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph (a) above.

6.2 Conversion of floating charge to fixed Security

- (a) The Security Agent may at any time:
 - (i) while this Agreement is enforceable in accordance with Clause 11 (*Enforcement of security*);
 - (ii) by notice to any Chargor, if the Security Agent considers (acting in good faith) that any of the Security Assets may be in jeopardy or in danger of being seized or sold pursuant to

any form of legal process (except as expressly permitted in accordance with the respective terms of the Facilities Agreement); or

- (iii) by notice to any Chargor, if the Security Agent considers (acting reasonably) that it is desirable in order to protect the priority of the Security,

convert the floating charge created under Clause 6.1 (*Floating charge*) with immediate effect into a fixed charge as regards all Security Assets which are the subject of the floating charge created by the relevant Chargor or any Security Asset which is specified in the notice.

- (b) In addition, without prejudice to any law which may have a similar effect, the floating charge constituted under Clause 6.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards:

- (i) the relevant Security Asset if any Chargor creates or attempts to create any Security (other than any Security permitted under the terms of the Facilities Agreement), over any Security Asset; or

- (ii) all Security Assets of each Chargor if:

- (A) any person levies or attempts to levy any distress, execution or other process against any of the Security Assets;
- (B) a Receiver is appointed over all or any of the Security Assets;
- (C) an application is presented or a petition is made to the court for the making of an administration order in relation to any Chargor;
- (D) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to any Chargor or files such a notice with the court;
- (E) a meeting is convened for the passing of a resolution for the voluntary winding-up of any Chargor;
- (F) a petition is presented for the compulsory winding-up of any Chargor;
- (G) a provisional liquidator is appointed to any Chargor;
- (H) a resolution is passed or an order is made for the dissolution or reorganisation of any Chargor; or
- (I) any analogous procedure or step is taken in any jurisdiction.

- (c) The Security Agent shall not be entitled to exercise its rights under this Clause 6.2 (*Conversion of floating charge to fixed Security*) where the right arises

solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

7. PROVISIONS AS TO SECURITY AND PERFECTION

7.1 Negative pledge and restriction on dealings

Except where agreed in writing by the Security Agent or as permitted under the Finance Documents, no Chargor will at any time during the Security Period create or permit to subsist any Security over all or any part of the Security Assets or dispose of or otherwise deal with all or any part of the Security Assets.

7.2 Implied covenants for title

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 4 (*Fixed Security*) or Clause 5 (*Floating Charge*).
- (b) It shall be implied in respect of Clause 4 (*Fixed Security*) and Clause 5 (*Floating Charge*) that each Chargor is disposing of the Security Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

7.3 Notices of Security

- (a) Each Chargor shall, in relation to:
 - (i) each Lease Document;
 - (ii) all Rental Income;
 - (iii) all Insurances;
 - (iv) each Relevant Contract (other than, in respect of the appointment of the Managing Agent only, to the extent that notice of Security is provided pursuant to a Duty of Care Agreement);
 - (v) each Development Document;
 - (vi) each Rights of Light Policy;
 - (vii) each Account; and
 - (viii) all Indebtedness,

immediately upon the date of this Agreement or, if later, promptly on the date any such asset is acquired or created by a Chargor or otherwise comes into existence:

- (A) join the Security Agent in giving notices to each relevant person of the Security constituted by this Agreement by delivering to the Security Agent a duly executed Notice of Security addressed to each such person; and
 - (B) use reasonable endeavours to procure (other than in respect of the Preparatory Works Insurances), from each recipient of those notices an acknowledgement, substantially in the form set out in such Notice of Security.
- (b) If an Event of Default is continuing, each Chargor shall promptly in accordance with any notice by the Security Agent to the Obligor's Agent:
- (i) join the Security Agent in giving notices of security (in such form as may be specified by the Security Agent) in respect of any asset which is expressed to be the subject of an assignment or charge pursuant to Clause 4 (*Fixed Security*) (including any asset in respect of which notice has previously been given in accordance with this Clause 7.3 (*Notices of Security*)); and
 - (ii) use reasonable endeavours to procure from each recipient of those notices an acknowledgement in a form satisfactory to the Security Agent.

7.4 Delivery of share certificates

Each Chargor shall:

- (a) immediately upon the date of this Agreement, and to the extent that it holds any Relevant Shares, deposit with the Security Agent (or procure the deposit of) all certificates or other documents of title to the Relevant Shares and stock transfer forms (executed in blank by it or on its behalf); and
- (b) promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Relevant Shares (or upon acquiring any interest therein), notify the Security Agent of that occurrence and procure the delivery to the Security Agent of (a) all certificates or other documents of title representing such items and (b) such stock transfer forms or other instruments of transfer (executed in blank by it or on its behalf) in respect thereof as the Security Agent may request.

7.5 Deposit of title deeds

Each Chargor shall:

- (a) immediately upon the date of this Agreement (and upon the acquisition by it of any interest in any Security Asset at any time) deposit (or procure the deposit) with the Security Agent all deeds, certificates and other documents constituting or evidencing title to the Security Assets or procure that an undertaking in form and substance satisfactory to the Security Agent is given by that Chargor's

solicitors to hold such deeds, certificates and other documents to the order of the Security Agent; and

- (b) deposit with the Security Agent at any time thereafter any further such deeds, certificates, instruments of transfer and other documents, promptly upon coming into possession of any of those items or procure that an undertaking in form and substance satisfactory to the Security Agent is given by the Chargor's solicitors to hold such deeds, certificates and other documents to the order of the Security Agent.

7.6 Application to HM Land Registry

Each Chargor hereby consents to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any registered land at any time forming part of the Real Property.

"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 [] referred to in the charges register [or their conveyancer or without a certificate signed by Talos Capital Designated Activity Company of [address] or their conveyancer that the provisions of clause 21.4 (*Disposals*) of a note issuance facility agreement dated [] between, amongst others, Talos Capital Designated Activity Company as security agent and TH Propco ARE Limited, TH Propco ARW Limited and TH Propco NI Limited, have been complied with or that they do not apply to the disposition]."

7.7 Further advances

- (a) Subject to the terms of the Facilities Agreement, each Noteholder is under an obligation to make further advances to each Chargor and that obligation will be deemed to be incorporated in this Agreement as if set out in this Agreement.
- (b) Each Chargor consents to an application being made to HM Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Security Assets.

7.8 Indebtedness

Without the prior written consent of the Agent, no Chargor shall take, or omit to take, any action which might result in (a) the alteration or impairment of any rights in, any default of any of its obligations under, or any counterclaims or rights of set-off arising in respect of, the Indebtedness any Inter-company Loan Agreement (except for an amendment, waiver or consent which does not prejudice the security liabilities), the interests of any Secured Party or impair the subordination created by the Subordination Agreement or (b) any right to terminate any Inter-company Loan Agreement becoming exercisable by any other party to that agreement.

8. FURTHER ASSURANCE

8.1 Further assurance

- (a) Each Chargor shall promptly, at its own cost, take all such action (including filings, registrations and notarisations and applying for relief against forfeiture) and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably require to:
 - (i) create, perfect, protect and/or maintain the Security created or intended to be created in respect of the Security Assets in accordance with the rights vested in it under this Agreement (which may include the execution by that Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Security Assets) or for the exercise of any of the rights, powers and remedies of the Security Agent provided by or pursuant to this Agreement or by law;
 - (ii) enter into a Supplemental Mortgage in favour of the Security Agent over any Real Property in England and Wales not already the subject of a registrable legal mortgage created pursuant to Clause 4.1 (*Land*);
 - (iii) confer on the Security Agent Security over any asset or undertaking of that Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Agreement; and/or
 - (iv) while an Event of Default is continuing, facilitate the realisation of the Security Assets.
- (b) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (a) above.

9. SHARES AND INVESTMENTS

9.1 Voting rights and dividends prior to an Event of Default

Prior to the occurrence of an Event of Default, which is continuing and before the Security Agent elects to exercise its rights under Clause 9.2 below, the relevant Chargor shall:

- (a) be entitled to receive all dividends, interest and other moneys or distributions of an income nature arising from the Relevant Shares; and
- (b) exercise all voting rights in relation to the Relevant Shares.

9.2 Voting rights and dividends after an Event of Default

Upon the occurrence of an Event of Default which is continuing, the Security Agent may, at its discretion, (in the name of the relevant Chargor or otherwise and without any further consent or authority from any Chargor):

- (a) exercise (or refrain from exercising) any voting rights in respect of the Relevant Shares;
- (b) apply all dividends, interest and other moneys or distributions of an income nature arising from the Relevant Shares in accordance with Clause 16 (*Application of Moneys*);
- (c) transfer the Relevant Shares into the name of the Security Agent or such nominee(s) of the Security Agent as it shall require; and
- (d) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Relevant Shares, including the right, in relation to any company whose shares or other securities are included in the Relevant Shares, to concur or participate in:
 - (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
 - (ii) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
 - (iii) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Relevant Shares.

9.3 Shares: Voting rights generally

No Chargor shall exercise (and shall procure that any nominee acting on its behalf does not exercise) its voting rights and powers in relation to the Relevant Shares or other Investments in any manner, or otherwise permit or agree to, or concur or participate in any:

- (a) variation of the rights attaching to or conferred by all or any part of the Relevant Shares;
- (b) except as permitted pursuant to clause 21.11(a) (*Shares, dividends and share redemption*) of the Facilities Agreement, increase in the issued share capital of any company whose shares are charged pursuant to this Agreement;
- (c) exercise, renunciation or assignment of any right to subscribe for any shares or securities; or

- (d) except as permitted pursuant to clause 17.3 (*Disposals Accounts*) and clause 21.4 (*Disposals*) of the Facilities Agreement, reconstruction, amalgamation, sale or other disposal of any company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof), whose shares or other securities charged pursuant to this Agreement,

which in the opinion of the Security Agent (acting reasonably) would prejudice the value of, or the ability of the Security Agent to realise, the security created by this Agreement provided that the proceeds of any such action shall form part of the Relevant Shares.

9.4 Investments and Shares: Payment of calls

The relevant Chargor shall pay when due all calls or other payments which may be or may become due in respect of any of the Relevant Shares or other Investments, and in any case of default by it in such payment, the Security Agent may, if it thinks fit, make such payment on its behalf in which case any sums paid by the Security Agent shall be reimbursed by each Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate from time to time applicable to unpaid sums specified in the Facilities Agreement.

9.5 Investments: Exercise of rights

No Chargor shall exercise any of its rights and powers in relation to any of the Investments in any manner which would prejudice the value of, or the ability of the Security Agent to realise, the Security created pursuant to this Agreement.

10. ACCOUNTS

The Security Agent may, at any time on behalf of any Secured Party while this Agreement is enforceable in accordance with Clause 12 (*Enforcement of security*), without prior notice:

- (a) set-off, transfer or apply any Account and any other account which is the subject of the security created by this Agreement and any debt represented thereby in or towards satisfaction of all or any part of the Secured Liabilities; and
- (b) demand and receive all and any moneys due under or arising out of each Account which has been assigned by this Agreement and exercise all rights that any Chargor was then entitled to exercise in relation to that Account or might, but for the terms of this Agreement, exercise.

11. CHARGORS' REPRESENTATIONS AND UNDERTAKINGS

11.1 Representations

Each Chargor makes the representations and warranties set out below to the Security Agent on the date of this Agreement.

- (a) **Inter-company Loan Agreement**

Each Inter-company Loan Agreement (to the extent there are any) is in full force. There are no restrictions on any Chargor's ability to assign or charge the Indebtedness, whether contained in an Inter-company Loan Agreement or in any other document.

(b) Transaction Security

Subject to the Legal Reservations and the Perfection Requirements, this Agreement validly creates the Security which is expressed to be created pursuant to Clause 4 (*Fixed Security*) and Clause 5 (*Floating Charge*) and evidences the Security it is expressed to evidence.

(c) Repetition

The representations set out in this Clause 11.1 are made and shall thereafter deemed to be repeated by each Chargor by reference to the facts and circumstances then subsisting on the date of this Agreement, the date of each Issue Request, each Utilisation Date and each Interest Payment Date (each as defined in the Facilities Agreement).

11.2 Undertaking

Except as permitted by the Finance Documents or where agreed in writing by the Security Agent, each Chargor shall not enter into a single transaction or series of transactions (whether related or not) and whether voluntarily or involuntarily, to sell, lease, transfer or otherwise dispose of the whole or any part of the Security Assets.

12. ENFORCEMENT OF SECURITY

12.1 Enforcement

On and at any time after the occurrence of:

- (a) an Event of Default (for as long as it is continuing); or
- (b) a request from any Chargor to the Security Agent that it exercise any of its powers under this Agreement,

the Security created by or pursuant to this Agreement is, immediately enforceable and the Security Agent may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion:

- (i) enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Security Assets (at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration)); and
- (ii) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Agreement) on mortgagees and by this Agreement on any

Receiver or otherwise conferred by law on mortgagees or Receivers.

12.2 Effect of moratorium

The Security Agent shall not be entitled to exercise its rights under Clause 12.1 (*Enforcement*) where the right arises solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

13. EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

13.1 Extension of powers

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Agreement shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on execution of this Agreement.

13.2 Restrictions

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Agreement or to the exercise by the Security Agent of its right to consolidate all or any of the security created by or pursuant to this Agreement with any other security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to any Chargor on or at any time after this Agreement has become enforceable in accordance with Clause 11 (*Enforcement of Security*).

13.3 Power of leasing

- (a) The statutory powers of leasing may be exercised by the Security Agent at any time on or after this Agreement has become enforceable in accordance with Clause 11 (*Enforcement of Security*) and the Security Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with Sections 99 and 100 of the Law of Property Act 1925.
- (b) For the purposes of Sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any incumbrancer deriving title under any Chargor and neither Sub-section (18) of Section 99 nor Sub-section (12) of Section 100 of the Law of Property Act 1925 will apply.
- (c) No Chargor shall have, at any time during the Security Period, the power pursuant to Section 99 of the Law of Property Act 1925 to make any lease in respect of any Real Property without the prior written consent of the Security Agent or as permitted pursuant to the terms of the Facilities Agreement .

13.4 **Right of appropriation**

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Regulations**") apply to a Security Asset, the Security Agent shall have the right to appropriate all or any part of that Security Asset in or towards the payment or discharge of the Secured Liabilities and may exercise such right to appropriate upon giving written notice to the Chargors. For this purpose, a commercially reasonable method of valuing a Security Asset shall be:

- (a) in the case of cash, the amount standing to the credit of each Account or to the credit of any other account with any bank, building society, financial institution or otherwise, together with any accrued but unposted interest, at the time of appropriation; and
- (b) in the case of any Investments or Shares, their market value determined by the Security Agent by reference to a public index, independent valuation or by such other process as the Security Agent may select.

In each case, the parties agree that the method of valuation provided for this Agreement shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

14. **APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

14.1 **Appointment and removal**

After the Security created by or pursuant to this Agreement has become enforceable in accordance with Clause 11 (*Enforcement of security*), the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent):

- (a) without prior notice to any Chargor:
 - (i) appoint one or more persons to be a Receiver of the whole or any part of the Security Assets; or
 - (ii) appoint two or more Receivers of separate parts of the Security Assets; or
 - (iii) remove (so far as it is lawfully able) any Receiver so appointed; or
 - (iv) appoint another person(s) as an additional or replacement Receiver(s); or
 - (v) appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986; and
- (b) appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 12 of Schedule B1 of the Insolvency Act 1986.

14.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 14.1 (*Appointment and removal*) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes deemed to be the agent of each Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent; and
- (c) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

14.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by this Agreement) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Security Assets.

15. POWERS OF RECEIVERS

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Security Assets (and any assets which, when got in, would be Security Assets in respect of which he was appointed), and as varied and extended by the provisions of this Agreement (in the name of or on behalf of any Chargor or in his own name and, in each case, at the cost of that Chargor):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which any Chargor itself could do or omit to do; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of any Chargor) which seem to the Receiver to be incidental or conducive to:
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in him;
 - (ii) the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to this Agreement or by law

(including realisation of all or any part of the assets in respect of which that Receiver was appointed); or

- (iii) bringing to his hands any assets of any Chargor forming part of, or which when got in would be, Security Assets.

16. APPLICATION OF MONEYS

All moneys received or recovered and any non-cash recoveries made or received by the Security Agent or any Receiver pursuant to this Agreement or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment or other discharge of the costs, charges and expenses incurred and payments made by the Receiver, the payment or other discharge of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Security Agent (notwithstanding any purported appropriation by any Chargor) in accordance with the terms of the Facilities Agreement .

17. PROTECTION OF PURCHASERS

17.1 Consideration

The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Security Assets or making any acquisition, the Security Agent or any Receiver may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit.

17.2 Protection of purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Agent or such Receiver in such dealings.

18. POWER OF ATTORNEY

18.1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect a Supplemental Mortgage over any Real Property not already the subject of a registrable legal mortgage pursuant to Clause 4.1 (*Mortgage*), and to execute, deliver and perfect all documents and do all things which the attorney may consider to be required for:

- (a) carrying out any obligation imposed on any Chargor by this Agreement or any other agreement binding on such Chargor to which the Security Agent is party and which that Chargor has failed to carry out (including the execution and delivery of any deeds, charges, assignments or other security and any transfers

of the Security Assets and perfecting and/or releasing the security created or intended to be created in respect of the Security Assets); and

- (b) enabling the Security Agent and any Receiver to exercise or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Agreement or by law (including, after this Agreement has become enforceable in accordance with Clause 12 *Enforcement of Security*), the exercise of any right of a legal or beneficial owner of the Security Assets.

18.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

19. EFFECTIVENESS OF SECURITY

19.1 Continuing security

- (a) The Security created by or pursuant to this Agreement shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until discharged by the Security Agent in writing.
- (b) No part of the Security from time to time intended to be constituted by this Agreement will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Liabilities.

19.2 Cumulative rights

The Security created by or pursuant to this Agreement shall be cumulative, in addition to and independent of every other Security which the Security Agent or any Secured Party may at any time hold for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Security Assets shall merge into the Security constituted by this Agreement.

19.3 No prejudice

The Security created by or pursuant to this Agreement shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to each Chargor or any other person, by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the security or by any other thing which might otherwise prejudice that Security.

19.4 Remedies and Waivers

No failure on the part of the Security Agent to exercise, nor any delay on its part in exercising, any right, power or remedy under this Agreement, shall operate as a waiver of that right, power or remedy or, power constitute an election to affirm this Agreement. No election to affirm this Agreement on the part of the Security Agent shall be effective unless it is in writing. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any provided by law. No single or partial exercise of any right, power or remedy shall preclude any further or other exercise of that or any other right or remedy.

19.5 No liability

None of the Security Agent, its nominee(s) nor any Receiver shall be liable

- (a) to account as a mortgagee or mortgagee in possession; or
- (b) for any loss arising by reason of taking any action permitted by this Agreement or any neglect or default in connection with the Security Assets or taking possession of or realising all or any part of the Security Assets,

except in the case of gross negligence, fraud or wilful default upon its part.

19.6 Partial invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Agreement is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

19.7 Waiver of defences

The obligations of, and the Security created by, each Chargor under this Agreement and the rights and remedies provided by this Agreement will not be affected by any act, omission, matter or thing which, but for this Clause 19.7, would reduce, release or prejudice any of its obligations under, or the Security created by, this Agreement and whether or not known to that Chargor or any Secured Party including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor;
- (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 Obligor or other person or any non-presentation or non-observance of

any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;

- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or security or of the Secured Liabilities (including, without limitation, any change in the purpose of, any extension of, or any variation or increase in any facility or amount made available under any facility or the addition of any new facility under any Finance Document or other documents);
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security or of the Secured Liabilities; and
- (g) any insolvency or similar proceedings.

19.8 Chargor intent

Without prejudice to the generality of Clause 19.7 (*Waiver of Defences*), each Chargor expressly confirms that it intends that the Security created under this Agreement and the rights and remedies arising thereunder, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

19.9 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from any Chargor under this Agreement. This waiver applies irrespective of any law or any provision of this Agreement to the contrary.

19.10 Deferral of rights

Until the end of the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Agreement:

- (a) to be indemnified by an Obligor;

- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Agreement;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Secured Parties under this Agreement or of any other guarantee or Security taken pursuant to, or in connection with, this Agreement by any Secured Party
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under any Finance Document;
- (e) to exercise any right of set-off against any Obligor; or
- (f) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to any Secured Party by any Chargor under or in connection with this Agreement to be repaid in full on trust for the Security Agent 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 16 (*Application of Moneys*).

20. PRIOR SECURITY INTERESTS

- (a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Security Assets or in case of exercise by the Security Agent or any Receiver of any power of sale under this Agreement, the Security Agent may redeem such prior Security or procure the transfer thereof to itself.
- (b) The Security Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on each Chargor.
- (c) All principal moneys, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by each Chargor to the Security Agent on demand together with accrued interest thereon as well as before judgment at the rate from time to time applicable to unpaid sums specified in the Facilities Agreement from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgment).

21. SUBSEQUENT SECURITY INTERESTS

If the Security Agent acting in its capacity as trustee or otherwise or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting all the Security Assets or any part of the Security Assets which is prohibited by the terms of any Finance Document, all payments thereafter by or on behalf of that Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties will (in the

absence of any express contrary appropriation by that Chargor) be credited or treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Liabilities at the time that notice was received.

22. SUSPENSE ACCOUNTS

All moneys received, recovered or realised by the Security Agent under this Agreement (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account(s) maintained with a bank, building society, financial institution or other person as it considers appropriate (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Security Agent's discretion, in or towards the discharge of any of the Secured Liabilities and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

23. RELEASE OF SECURITY

23.1 Release of Security

Upon the expiry of the Security Period (or, if earlier, pursuant to clause 21.4 (*Disposals*) of the Facilities Agreement), the Security Agent shall (at the request and cost of the Obligors) release and cancel the security constituted by this Agreement, procure the reassignment to that Chargor of the property and assets assigned to the Security Agent pursuant to this Agreement, issue any certificates of non-crystallisation of floating charges that may be required or desirable, in each case without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

23.2 Clawback

If the Security Agent considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Agreement and the Security constituted by that document will continue and such amount will not be considered to have been irrevocably discharged.

24. SET-OFF

Each Chargor authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right), after the occurrence of an Event of Default which is continuing, to set off against the Secured Liabilities any amount or other obligation (contingent or otherwise) owing by the Security Agent to each Chargor and apply any credit balance to which each Chargor is entitled on any account with the Security Agent in accordance with Clause 16 (*Application of Moneys*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

25. DISCRETION AND DELEGATION

25.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Agreement by the Security Agent or any Receiver may, subject to the terms and conditions of the Facilities Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

25.2 Delegation

Each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Agreement (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or the Receiver itself.

26. TRANSFERS

No Chargor may assign or otherwise transfer any of its rights and obligations under this Agreement.

27. SUCCESSORS

This Agreement shall remain in effect despite any amalgamation or merger (however effected) relating to the Security Agent, and references to the Security Agent shall include any transferee, assignee or successor in title of the Security Agent and any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Security Agent under this Agreement or to which, under such laws, those rights and obligations have been transferred.

28. GOVERNING LAW

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

29. JURISDICTION

29.1 English courts

The courts of England have exclusive jurisdiction to settle any dispute arising out of, or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Agreement) (a "**Dispute**").

29.2 Convenient Forum

Each Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly that no Chargor will argue to the contrary.

29.3 **Exclusive Jurisdiction**

Notwithstanding Clause 29.1 (*English courts*), the Security Agent may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions.

THIS AGREEMENT has been executed as, and is intended to take effect as, a deed by each Chargor and has been signed by the Security Agent on the date written on the first page of this Agreement.

**SCHEDULE 1
CHARGORS**

| Name | Jurisdiction | Company Number |
|------------------------------|---------------------|-----------------------|
| TH Holdco ARW Limited | England and Wales | 11640248 |
| TH Holdco ARE Limited | England and Wales | 11640325 |
| TH Holdco NI Limited | England and Wales | 11640567 |
| TH Propco ARW Limited | England and Wales | 11361091 |
| TH Propco ARE Limited | England and Wales | 11642713 |
| TH Propco NI Limited | England and Wales | 11645004 |
| TH DM ARE Limited | England and Wales | 11668540 |
| TH DM ARW Limited | England and Wales | 11668472 |
| TH DM North Island Limited | England and Wales | 11668506 |
| TH Investment Limited | England and Wales | 11640693 |
| TH Holdco Investment Limited | England and Wales | 12206577 |

**SCHEDULE 2
MORTGAGED PROPERTY**

| Chargor Name | Property Description | Title Number |
|-----------------------|---|---------------------|
| TH Propco ARE Limited | 1 Ashley Road, The Tottenham Hale Estate, London N17 | AGL496065 |
| TH Propco ARW Limited | Ashley Road West, The Tottenham Hale Estate, London N17 | AGL496071 |
| TH Investment Limited | Parts of 1 Ashley Road, Tottenham Hale N17 | AGL503653 |

**SCHEDULE 3
RELEVANT SHARES**

Chargor Name: TH Holdco ARW Limited

Shares:

100% of the Shares in TH DM ARW Limited

100% of the Shares in TH Propco ARW Limited

Chargor Name: TH Holdco ARE Limited

Shares:

100% of the Shares in TH DM ARE Limited

100% of the Shares in TH Propco ARE Limited

Chargor Name: TH Holdco NI Limited

Shares:

100% of the Shares in TH DM North Island Limited

100% of the Shares in TH Propco NI Limited

Chargor Name: TH Holdco Investment Limited

Shares:

100% of the Shares in TH Investment Limited

**SCHEDULE 4
LEASES**

**PART A
NOTICE OF SECURITY: LEASES**

To: [Headlease holder/Tenant]

Date: []

Dear Sirs,

We give you notice that, by a security agreement dated [] and granted by, amongst others, [Chargor name] in favour of Talos Capital Designated Activity Company as security agent (the "**Security Agreement**"), we have created security by way of equitable assignment in favour of Talos Capital Designated Activity Company (the "**Security Agent**") as trustee for the Secured Parties over:

- (a) all our rights, title and interest in and to the [*describe Lease (date/term/parties/premises)*] (including all moneys payable thereunder and the proceeds of all claims and judgments for breach of covenant) (the "**Lease**"); and
- (b) all our rights, title and interest in, and to the agreement for lease dated [•] between (1) TH Ferry Island Nominee 1 Limited and TH Ferry Island Nominee 2 Limited and (2) [Chargor name] (the "**Agreement for Lease**") (including, without limitation, any break fee or other amount received from the landlord following the superior landlord's exercise of any of its break rights pursuant to the superior lease (the "**Break Fee**") provided for under the Agreement for Lease).

We will remain liable to perform all our obligations under the Lease and the Agreement for Lease and the Security Agent is under no obligation of any kind whatsoever under the Lease and the Agreement for Lease nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Lease and the Agreement for Lease.

[*Notice to tenant under Sub-Leases only:* Until such time as you receive written notification from the Security Agent to the contrary or an Event of Default has occurred and is continuing, we instruct and authorise you to pay all payments under or arising under the Lease to our account maintained by [*insert Managing Agent details*] in its capacity as managing agent of the Property at the account called [•], Account number [] sort code []. It is very important that you make immediate arrangements for all sums payable by you under the Lease to be paid to this account.]

Please note that, following receipt by you of a notice of the occurrence of an Event of Default (as defined in the Security Agreement) which is continuing issued by the Security Agent:

- 1. all remedies provided for under the Lease and the Agreement for Lease or available at law or in equity are exercisable by, or at the direction of, the Security Agent; and
- 2. all rights, title and interest whatsoever accruing to or for the benefit of us arising under the Lease and the Agreement for Lease (including all rights to compel performance) belong to, and are exercisable by, or at the direction of, the Security Agent.

Please note that with effect from the date of your receipt of this notice if the Break Fee becomes payable pursuant to the Agreement for Lease, the Break Fee shall be paid to the Security Agent.

You are authorised and instructed to disclose to the Security Agent, without further approval from us, such information regarding the Lease, the Agreement for Lease and/or the Break Fee as the Security Agent may from time to time request and to send copies of all notices issued by you under the Lease, the Agreement for Lease and/or the Break Fee to the Security Agent as well as to us.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Would you please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Agent with a copy to us.

Yours faithfully

[*Chargor Name*]

PART B
ACKNOWLEDGEMENT: LEASES

To: Talos Capital Designated Activity Company as Security Agent

Date: []

Dear Sirs

We confirm receipt of a notice dated [] of security created by [*Chargor name*] (the "**Chargor**") in favour of Talos Capital Designated Activity Company (the "**Security Agent**") over all of the Chargor's rights, title and interest in and to the Lease and the Agreement for Lease (including, without limitation, the Break Fee) (as specified in that notice) to which we are a party.

We confirm that:

- (a) [we will comply with the terms of such notice; and]
- (b) we have not received notice of any prior security over, or interest of any third party in, the Lease, the Agreement for Lease and/or the Break Fee.

We further confirm that:

- 1. save as expressly permitted in the Facilities Agreement (as defined in the Security Agreement) no amendment, supplement, waiver or release of any such rights, title or interests will be effective without the prior written consent of the Security Agent;
- 2. no termination of such rights, title or interests will be effective unless we have given the Security Agent 21 days' written notice of the proposed termination, specifying the action necessary to avoid such termination;
- 3. the Chargor will remain liable to perform all its obligations under the Lease and the Agreement for Lease and the Security Agent is under no obligation of any kind whatsoever under the Lease and the Agreement for Lease nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Lease and the Agreement for Lease; and
- 4. we have made all necessary arrangements for the Break Fee to be made as specified in the notice.

[*Acknowledgement by tenants under Sub-leases*: We confirm that we have made all necessary arrangements for all future payments payable under the Lease to be made into the account specified in the notice.]

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Yours faithfully

[Headlease holder/Tenant]

cc. [*Chargor Name*]

**SCHEDULE 5
INSURANCES**

**PART A
NOTICE OF SECURITY TO INSURER**

To: [Insurer]

Date: []

Dear Sirs,

We give you notice that, by a Security Agreement dated [] (the "**Security Agreement**"), we have created security by way of equitable assignment in favour of Talos Capital Designated Activity Company (the "**Security Agent**") as trustee for the Secured Parties (as defined in the Security Agreement) over all our rights, title and interest in, and to the [*describe Insurances including policy number*] effected by us or on our behalf in relation to the risk to [*describe Property*] (including all moneys payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy of insurance (the "**Policy**").

We will remain liable to perform all our obligations under the Policy and the Security Agent is under no obligation of any kind whatsoever under the Policy other than in accordance with clause 23.10(d)(i)(A) of the "**Facilities Agreement**" (as defined in the Security Agreement) nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy.

With effect from your receipt of this notice we irrevocably instruct and authorise you to:

- (a) make all payments and claims (other than in respect of third party or public liability risks or any such proceeds paid directly to the Security Agent) in excess of £250,000 in respect of any individual claim and any series of connected claims or in respect of unconnected claims (in aggregate) in excess of £500,000 (other than in respect of any claim under any public liability and third party liabilities insurances) under or arising from the Policy to a Disposals Account (as defined in the Facilities Agreement), in accordance with the Facilities Agreement;
- (b) name the Security Agent as composite insured and loss payee on the Policy; and
- (c) disclose to the Security Agent, without further approval from us, such information regarding the Policy as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Policy.

Please note that following receipt by you of a notice of the occurrence of an Event of Default which is continuing issued by the Security Agent:

- 1. all remedies provided for under the Policy or available at law or in equity are exercisable by the Security Agent; and

2. all rights, title and interest whatsoever accruing to or for the benefit of us arising under the Policy (including all rights to compel performance) belong to, and are exercisable by or at the direction of, the Security Agent.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales. Would you please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Agent with a copy to us.

Yours faithfully

[Chargors' Names]

PART B
ACKNOWLEDGEMENT: INSURANCE

To: Talos Capital Designated Activity Company as Security Agent

Date: []

Dear Sirs

We confirm receipt of a notice (the "**Notice**") dated [] of security created by [*Chargors' Names*] (the "**Chargors**") in favour of Talos Capital Designated Activity Company (the "**Security Agent**") over all of the Chargors' rights, title and interest in and to the Policy (as specified in the Notice) to which we are a party.

We confirm that:

- (a) we will comply with the terms of the Notice; and
- (b) we have not received notice of any prior security over, or interest of any third party in, the Policy.

We further confirm that:

1. no amendment, waiver or release of any such rights, title or interests will be effective without the prior written consent of the Security Agent;
2. no termination of such rights, title or interests will be effective unless we have given the Security Agent 30 days' written notice of the proposed termination, specifying the action necessary to avoid such termination; and
3. the Chargors will remain liable to perform all its obligations under the Policy and the Security Agent is under no obligation of any kind whatsoever under the Policy other than in accordance with clause 23.10(d)(i)(A) of the "**Facilities Agreement**" (as defined in the Security Agreement (as defined in the Notice)) nor under any liability whatsoever in the event of any failure by a Chargor to perform its obligations under the Policy; and
4. no breach or default on the part of a Chargor of any of the terms of such Policy will be deemed to have occurred unless we have given 30 days' written notice of that breach to the Security Agent specifying how to make good that breach in accordance with clause 23.10(d)(ii) of the Facilities Agreement.

We confirm that our arrangements for payment of all future payments payable under the Policy are intended to ultimately achieve the arrangements prescribed by the Notice.

We confirm that we have made all necessary instructions or necessary arrangements for the Security Agent to be named as composite insured and loss payee.

We have not claimed or exercised any rights of set-off, lien, counterclaim or other similar right now or in the future relating to the Policy.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Yours faithfully

[Insurer]

cc. [*Chargors' Names*]

**SCHEDULE 6
ACCOUNTS**

**PART A
NOTICE OF SECURITY TO ACCOUNT BANK**

To: [Bank or other financial institution holding the Account]

Date: []

Dear Sirs

We give you notice that, by a Security Agreement dated [], we have created security by way of equitable assignment in favour of Talos Capital Designated Activity Company (the "**Security Agent**") as trustee for the Secured Parties over any accounts and all moneys (including interest) from time to time standing to the credit of the accounts listed below and the debt or debts represented thereby.

The account[s] maintained with you [is/are]:

Account Name[s]: []

Sort Code[s]: []

Account No[s]: []

[Insert the following only if notifying an assignment of, or charge over, the Disposals Accounts and Pooling Account:]

With effect from the date of your receipt of this notice:

- (a) any existing payment instructions affecting the above accounts are to be terminated and all payments and communications in respect of the accounts should be made to the Security Agent or to its order (with a copy to us); and
- (b) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Accounts are exercisable by, or at the direction of, the Security Agent.]

[Insert the following only if notifying a charge over operating Accounts, i.e. the Issuer General Accounts, Master Working Capital Account, TH Investment Account or Devco General Accounts:]

We further instruct and authorise you to act only in accordance with the Security Agent's instructions following receipt by you of a notice of the occurrence of an Event of Default which is continuing or that the Repeating Representations are not correct in all material respects issued by the Security Agent. Until such notice is received by you, we are authorised by the Security Agent to receive, withdraw or otherwise transfer any credit balance from time to time on [specify account] [subject to [insert any restrictions set out in the Facilities Agreement]].

We irrevocably instruct and authorise you to disclose to the Security Agent without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to any accounts maintained with you from time to time as the Security Agent may request you to disclose to it.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Would you please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Agent with a copy to us.

Yours faithfully

[*Chargor Name*]

PART B
ACKNOWLEDGEMENT: ACCOUNT BANK

[TO BE PRINTED ON RELEVANT BARCLAYS ENTITY LETTERHEAD]

To:

Talos Capital Designated Activity Company

(the “**Chargee**”)

and

TH Propco ARE Limited

TH Propco ARW Limited

TH Propco NI Limited

TH DM ARE Limited

TH DM ARW Limited

TH DM North Island Limited

TH Investment Limited

(each a “**Chargor**”)

Dear Sirs

Notice of charge dated20[XX] (the “**Notice**”)

We refer to your Notice relating to the blocked accounts (the “Blocked Accounts”) and the non-blocked accounts (the “Non-Blocked Accounts”) as set out below (the Blocked Accounts and Non-Blocked Accounts being together referred to as the “**Accounts**”):

| TYPE | ACCOUNT HOLDER | BLOCKED / NON- BLOCKED | ACCOUNT NUMBER | SORT CODE |
|-----------------------|-----------------------------|------------------------------|-------------------|--------------|
| 1. General Account | TH Propco ARE Limited | Unblocked | ████████ | 200790 |
| 2. General Account | TH Propco ARW Limited | Unblocked | ████████ | 200790 |
| 3. General Account | TH Propco NI Limited | Unblocked | ████████ | 200790 |

| | | | | |
|-----------------------------------|----------------------------|-----------|--|--------|
| 4. Master Working Capital Account | TH Propco ARE Limited | Unblocked | | 200790 |
| 5. ARE Devco Account | TH DM ARE Limited | Unblocked | | 200790 |
| 6. ARW Devco Account | TH DM ARW Limited | Unblocked | | 200790 |
| 7. NI Devco Account | TH DM North Island Limited | Unblocked | | 200790 |
| 8. TH Investment Account | TH Investment Limited | Unblocked | | 200790 |
| 9. Disposal Account | TH Propco ARE Limited | Blocked | | 200790 |
| 10. Disposal Account | TH Propco ARW Limited | Blocked | | 200790 |
| 11. Disposal Account | TH Propco NI Limited | Blocked | | 200790 |
| 12. Pooling Account | TH Propco ARE Limited | Blocked | | 200790 |

We confirm that:

1. we will block the Blocked Accounts and not permit any further withdrawals by the relevant Chargor unless and until we receive and acknowledge a notice from the Chargee informing us otherwise. Please note that we will not be able to permit withdrawals from the Blocked Accounts in accordance with the instructions of the Chargee unless and until it has provided a list of authorised signatories confirming which persons have authority on behalf of the Chargee

to operate the Blocked Accounts and the Blocked Accounts will remain blocked and non-operational until that time; and

2. we will continue to operate the Non-Blocked Accounts solely on the instructions of the relevant Chargor unless and until:
 - a. we have received to Peter Lowe of the Real Estate team of Barclays Corporate Banking at One Snowhill, Snow Hill Queensway, Birmingham, B3 2WN (or such other contact names and addresses as we may advise you of from time to time) a notice from the Chargee asking us to block the Non-Blocked Accounts together with a copy of this Notice and this Acknowledgement (the "**Blocking Notice**"); and
 - b. from which time we shall block the Non-Blocked Accounts and not permit further withdrawals by the relevant Chargor.

Please note that we will not be able to permit withdrawals from the Non-Blocked Accounts in accordance with the instructions of the Chargee unless and until it has provided a list of authorised signatories confirming which persons have authority on behalf of the Chargee to operate the Non-Blocked Accounts and the Non-Blocked Accounts will remain blocked and non-operational until that time; and

3. to the best of our knowledge and belief the business team responsible for the Accounts has not, as at the date of this acknowledgement, received any notice that any third party has any right or interest whatsoever in or has made any claim or demand or taken any action whatsoever against the Accounts and / or the debts represented thereby, or any part of any of it or them; and
4. we confirm that we are not entitled to combine the Accounts with any other account or to exercise any right of set-off or counterclaim against money in the Accounts in respect of any sum owed to us provided that, notwithstanding any term of the Notice:
 - a. we shall be entitled at any time to deduct from the Accounts any amounts to satisfy any of the Chargor's obligations and / or liabilities incurred under the direct debit scheme or in respect of other unpaid sums in relation to cheques and payment reversals; and
 - b. our agreement in this Acknowledgement not to exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Accounts in priority to the Chargee, shall not apply in relation to our standard bank charges and fees and any cash pooling arrangements provided to the Chargor; and
5. we will disclose to the Chargee any information relating to the Accounts which the Chargee may from time to time request us to provide.

We do not confirm or agree to any of the other matters set out in the Notice.

Our acknowledgement of the Notice is subject to the following conditions:

1. we shall not be bound to enquire whether the right of any person (including, but not limited to, the Chargee) to withdraw any monies from the Accounts has arisen or be concerned with (A) the propriety or regularity of the exercise of that right or (B) any notice contrary to the terms of a Blocking Notice or (C) be responsible for the application of any monies received by such person (including, but not limited to, the Chargee);
2. we shall have no liability to the Chargee in respect of the Accounts whatsoever, including, without limitation, for having acted on instructions of the Chargee which on their face appear to be genuine, which comply with the terms of this notice and which otherwise comply in relation to Non-Blocked Accounts, with the latest bank mandate and in relation to Blocked Accounts, with the Chargee's latest list of signatories held by us or relevant electronic banking system procedures in the case of an electronic instruction; and
3. we shall not be deemed to be a trustee for the Chargor or the Chargee of the Accounts.

This letter and any non-contractual obligations arising out of or in connection with this letter are governed by the laws of England and Wales.

Yours faithfully

Name: Peter Lowe

Position: Director, Real Estate, Corporate Banking

For and on behalf of Barclays Bank PLC

**SCHEDULE 7
INDEBTEDNESS**

**PART A
NOTICE OF SECURITY: INDEBTEDNESS**

To: []

Date: []

Dear Sirs,

We give you notice that by a Security Agreement dated [] we have created security by way of equitable assignment in favour of Talos Capital Designated Activity Company (the "**Security Agent**") over all our rights, title and interest in and to all moneys payable by you to us in respect of [*details of relevant inter-company loan/describe loan agreement*] and all payments by you to us arising under it (the "**Inter-company Loan**").

We shall continue to be solely responsible for the performance of our obligations under or in connection with the Inter-company Loan and the Security Agent is under no obligation of any kind whatsoever under the Inter-company Loan nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Inter-company Loan.

With effect from the date of your receipt of this notice all payments by you to us under or arising from the Inter-company Loan shall be paid in accordance with the terms of a subordination agreement entered into or to be entered into by a Chargor, an Obligor and the Security Agent on or about the date hereof.

With effect from the date of your receipt of a notice of the occurrence of an Event of Default which is continuing issued by the Security Agent:

- (a) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Payments shall be exercisable by, or at the direction of, the Security Agent; and
- (b) all remedies in respect of the Inter-company Loan shall be exercisable by the Security Agent,

in each case unless you receive written notification from the Security Agent to the contrary.

You are authorised and instructed, without requiring further approval from us, to provide the Security Agent with such information relating to the Inter-company Loan as it may from time to time request and to send copies of all notices issued by you under the Inter-company Loan to the Security Agent as well as to us.

These instructions may not be revoked, nor may the terms of the Inter-company Loan Agreement be amended, varied, waived or terminated, [unless permitted under the terms of the Security Agreement].

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [] marked for the attention of [].

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

Yours faithfully,

For and on behalf of

[Chargor Name]

PART B
ACKNOWLEDGEMENT: INDEBTEDNESS

To: Talos Capital Designated Activity Company as Security Agent

Date: []

Dear Sirs

We confirm receipt of a notice dated [] of security created by [*Chargor Name*] (the "**Chargor**") in favour of Talos Capital Designated Activity Company as Security Agent over all of the Chargor's rights, title and interest in and to the Inter-company Loan described in that notice.

We confirm that we will comply with the terms of the notice received from the Chargor and that we have not received notice of any prior security over, or interest of any third party in, the Inter-company Loan.

We further confirm that:

- (a) we will comply with the terms of that notice until we receive written notification from you to the contrary;
- (b) we have not claimed or exercised, and waive all future rights to claim or exercise, any rights of set-off, lien, counterclaim or other similar right now or in the future relating to the Inter-company Loan; and
- (c) no amendment, waiver, release or termination of any rights, interests and benefits in and to Inter-company Loan shall be effective [unless permitted under the terms of the Security Agreement].

For and on behalf of [*relevant counterparty*]

By:

Dated:]

SCHEDULE 8
RELEVANT CONTRACTS

PART A
NOTICE OF SECURITY TO CONTRACT COUNTERPARTY

To: [Contract counterparty]

Date: []

Dear Sirs,

We give you notice that, by a Security Agreement dated [] (the "**Agreement**"), we have charged][for DEVELOPMENT DOCUMENTS]/[assigned][for RELEVANT CONTRACTS] by way of security in favour of Talos Capital Designated Activity Company (the "**Security Agent**") as trustee for the Secured Parties all our rights, title and interest in, to and under the [*describe contract*] dated [] between [] relating to [] including all monies payable thereunder (the "**Contract**").

We will remain liable to perform all our obligations under the Contract and the Security Agent is under no obligation of any kind whatsoever under the Contract nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Contract.

Please note that with effect from the date of your receipt of this notice, until such time as you receive written notification from the Security Agent that an Event of Default has occurred and is continuing:

- (a) all payments by you to us arising under the Contract shall be paid to us; and
- (b) all remedies provided for in the Contract (or otherwise available) and all rights to compel performance of the Contract shall be exercisable by us.

You are authorised and instructed to disclose to the Security Agent, without further approval from us, such information regarding the Contract as the Security Agent may from time to time request and to send copies of all notices issued by you under the Contract to the Security Agent as well as to us.

These instructions may not be revoked without the prior written consent of the Security Agent and save as expressly permitted by the respective terms of the Facilities Agreement (as defined in the Agreement), the terms of the Contract may not be amended, varied, waived or terminated without the prior written consent of the Security Agent.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Would you please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Agent with a copy to us.

Yours faithfully

[*Chargor Name*]

PART B
ACKNOWLEDGEMENT: CONTRACT COUNTERPARTY

To: Talos Capital Designated Activity Company (as Security Agent)

Date: []

Dear Sirs

We confirm receipt of a notice dated [] of security (the "**Notice**") created by [*Chargor Name*] (the "**Chargor**") in favour of Talos Capital Designated Activity Company (the "**Security Agent**") over all the Chargor's rights, title and interest in and to the Contract (as specified in the Notice).

We confirm that:

- (a) we will comply with the terms of the Notice; and
- (b) we have not received notice of any prior security over, or the interest of any third party in, the Contract.

We further confirm that:

- 1. save as expressly permitted by the respective terms of the Facilities Agreement (as defined in the Agreement), no amendment, supplement, waiver or release of any such rights, title or interests will be effective without the prior written consent of the Agent (as defined in the Facilities Agreement) [provided always that no such consent shall be required in respect of any amendments which are of an administrative nature] [*Note: in respect of Development Documents only*];
- 2. no termination of any such rights, title or interests will be effective unless we have given the Security Agent 21 days' written notice of the proposed termination and specifying the action necessary to avoid such termination;
- 3. the Chargor will remain liable to perform all its obligations under the Contract and the Security Agent is under no obligation of any kind whatsoever under the Contract nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Contract; and
- 4. no breach or default on the part of the Chargor of any of the terms of the Contract will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

We confirm that we have made all necessary arrangements for all future payments payable under the Contract to be made as specified in the notice.

We have not claimed or exercised, and waive all future rights to claim or exercise, any rights of set-off, lien, counterclaim or other similar right now or in the future relating to amounts owed to us by the Chargor.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Yours faithfully

[Contract counterparty]

cc. [*Chargor Name*]

EXECUTION PAGE

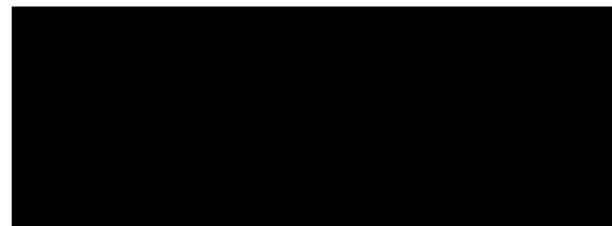
Chargors

EXECUTED AS A DEED by:

TH HOLDCO ARW LIMITED)

acting by a director)

in the presence of:)



.....

Signature of director

.....TOM GOODALL.....

Name of director

in the presence of



Signature of witness

.....GILLIAN PHILLIPS.....

Name of witness

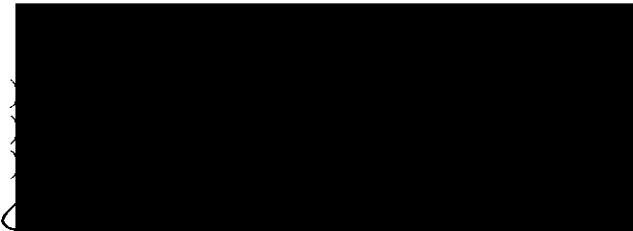


Address of witness

TH HOLDCO ARE LIMITED

acting by a director

in the presence of:



.....

Signature of director

.....TOM GOODALL.....

Name of director

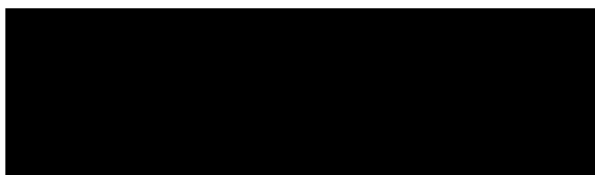
in the presence of



Signature of witness

.....GILLIAN PHILLIPS.....

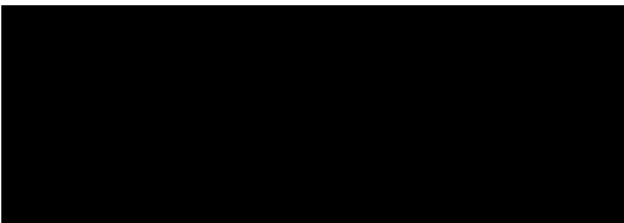
Name of witness



Address of witness

TH HOLDCO NI LIMITED
acting by a director
in the presence of:

)
)
)




.....
TOM GOODALL
.....

Signature of director

Name of director

in the presence of

.....

GILLIAN PHILLIPS
.....

Signature of witness

Name of witness

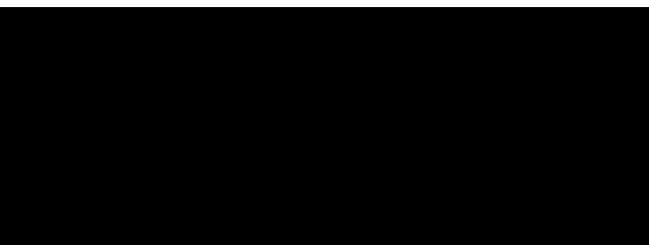
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Address of witness

TH PROPCO ARW LIMITED
acting by a director
in the presence of:

)
)
)




.....
TOM GOODALL
.....

Signature of director

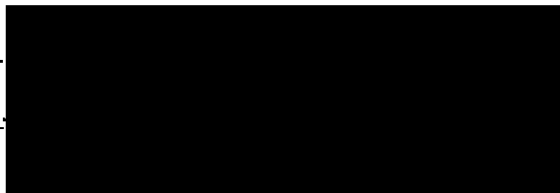
Name of director

in the presence of

.....

GILLIAN PHILLIPS
.....

Signature of witness

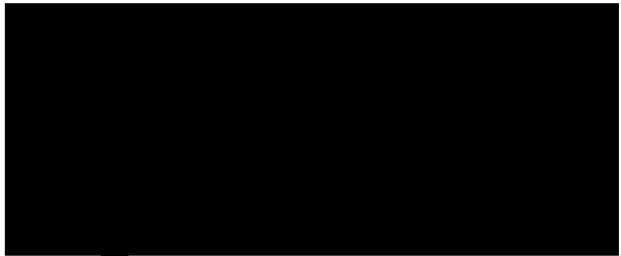
Name of witness

.....

.....

Address of witness

TH PROPCO ARE LIMITED

acting by a director
in the presence of:



.....
TOM GOODALL
.....

Signature of director

Name of director

in the presence of

.....
GILLIAN PHILLIPS
.....

Signature of witness

Name of witness



Address of witness

TH PROPCO NI LIMITED

acting by a director
in the presence of:



.....
TOM GOODALL
.....

Signature of director

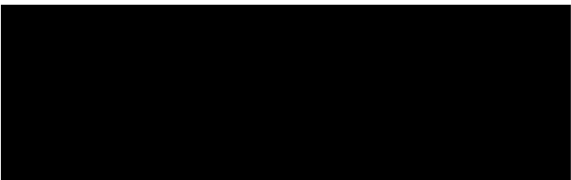
Name of director

in the presence of

.....
GILLIAN PHILLIPS
.....

Signature of witness

Name of witness



Address of witness

TH DM ARE LIMITED

acting by a director
in the presence of:



Signature of director

.....
TOM GOODALL
.....

Name of director

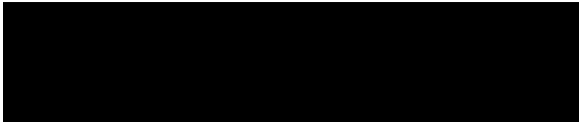
in the presence of



Signature of witness

.....
GILLIAN PHILLIPS
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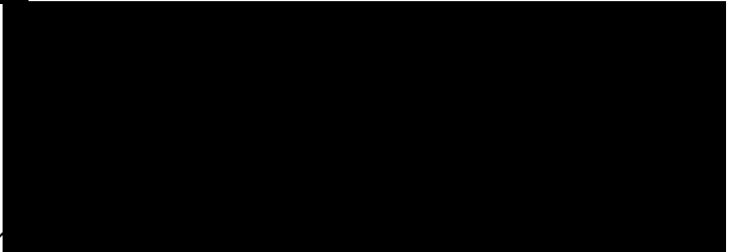
Name of witness



Address of witness

TH DM ARW LIMITED

acting by a director
in the presence of:



Signature of director

.....
TOM GOODALL
.....

Name of director

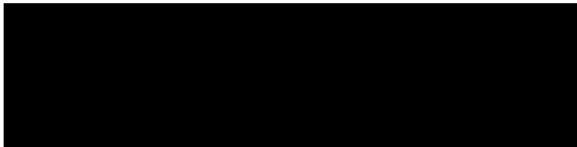
in the presence of



Signature of witness

.....
GILLIAN PHILLIPS
.....

Name of witness



Address of witness

TH DM NORTH ISLAND LIMITED
acting by a director
in the presence of:

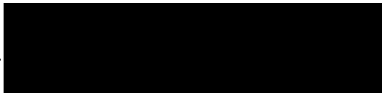


.....
Signature of director

TOM GOODALL

.....
Name of director

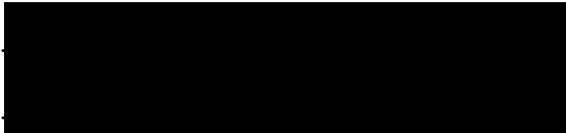
in the presence of



.....
Signature of witness

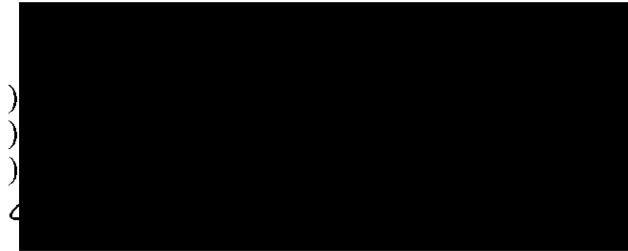
GILLIAN PHILLIPS

.....
Name of witness



.....
Address of witness

TH INVESTMENT LIMITED
acting by a director
in the presence of:




.....
Signature of director

TOM GOODALL

.....
Name of director

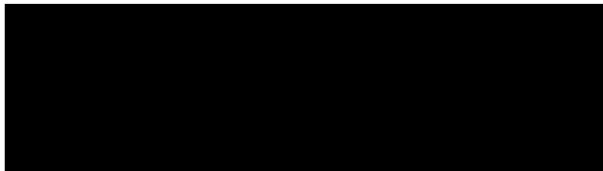
in the presence of



.....
Signature of witness

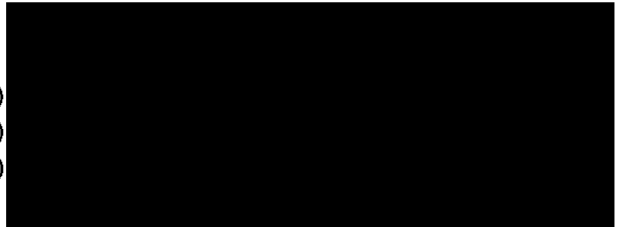
GILLIAN PHILLIPS

.....
Name of witness



.....
Address of witness

TH HOLDCO INVESTMENT LIMITED)
acting by a director)
in the presence of:)



..... Signature of director
TOM GOODALL..... Name of director

in the presence of

..... Signature of witness
GILLIAN PHILLIPS..... Name of witness

..... Address of witness
.....

Security Agent

Signed by
**TALOS CAPITAL DESIGNATED
ACTIVITY COMPANY**

for and on its behalf
by its duly authorised

~~Officer~~ attorney
|

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